

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.21
(ID # 10581)**

MEETING DATE:

Tuesday, June 23, 2020

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approve the renegotiated Service Agreements with current telecommunication service providers in order to access improved pricing and terms to provide services for the county network, alarm lines, 911 trunks and other telephone/network services, for five years from July 1, 2020 through June 30, 2025, All Districts. [Total Aggregate Cost \$14,500,000; Additional compensation not to exceed \$1,450,000 of the total aggregate, RCIT Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreements with five contractors (listed below) for Inter/Intrastate Telecommunications Services for a total aggregate annual amount of \$2,900,000 for a total of \$14,500,000 for five years through June 30, 2025, and authorize the Chairman of the Board to sign three (3) copies of each Agreement on behalf of the County with:
 - a. AT&T Corp. (agreement entitled "Authorization to Order")
 - b. CenturyLink Communications, LLC ("Master Service Agreement")
 - c. Frontier Communications of America, Inc. ("Frontier Services Agreement")
 - d. Charter Communications Operating, LLC (d.b.a. Spectrum Enterprises) ("Spectrum Enterprise Service Agreement")
 - e. Verizon Business Network Services, Inc. ("Agreement")

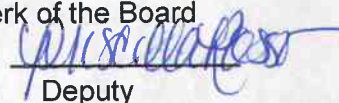
ACTION: Policy


Dave Rogers, Assistant County Executive Officer / CIO 6/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 23, 2020
xc: RCIT, Purchasing

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of each of the agreements including modifications of the statement of work that stay within the intent of each agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed ten percent (10%) of the total annual aggregate amount of \$2,900,000; and
3. Direct the Clerk of the Board to retain one (1) copy of each agreement and return two (2) copies of each agreement to the Information Technology Department for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 2,900,000	\$ 14,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget – 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County's current long-distance and communications network service contracts have expired, as such the County is currently month-to-month and unable to take advantage of improved pricing and increased bandwidth from our vendors. As a result, County Purchasing and Riverside County Information Technology (RCIT), spent the last several months negotiating and working on contracts with the five awarded vendors resulting from the Request for Quote (RFQ) #ITARC-479 - Inter/Intrastate Telecommunication Services. The intent was to obtain competitive pricing for the same type of services, negotiate better terms to allow the County flexibility to add or remove circuits, and lock in today's pricing for the next 5 years. The current fiscal year spend is forecasted at \$2.9M. This contract is not to exceed \$2.9M per year and likely will fall below that as we continue to eliminate circuits.

With the current financial climate, the County of Riverside may also take advantage of no early termination fees on circuits ordered and installed under the CALNET contracts for AT&T Corp. and Verizon Business Network Services, Inc, which provides the County flexibility. The other three providers, CenturyLink Communications, LLC, Frontier Communications of America, Inc, and Charter Communications Operating, LLC are direct negotiation contracts which will also provide the County with flexibility.

The County of Riverside is a registered user of California Network and Telecommunications Program (CALNET 3 and 4) taking advantage of lowest possible pricing negotiated by the California Department of Technology. The current pricing for CALNET 3 will migrate to CALNET 4 pricing to allow the County to take advantage of the lowest pricing through June 30,

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

2025. The CALNET contract provides the “*Most Favored Nation*” benefit which allows the County to take advantage of statewide low-price guarantees as well as not be subject to termination costs when we must disconnect services. The County can also receive additional discounts should the parent contract be renegotiated. Other benefits to the County include products/services support, increased bandwidth for requesting departments, improved redundancy to both our voice and data networks, and the option to add Secondary Session Initiated Protocol (SIP) vendor for added voice system redundancy. The added redundancy will allow critical departments, such as Riverside University Health system, Treasure Tax Collector, Assessors Clerk and Recorder, Sheriffs and DPSS Child & Adult Protective Services to continue to receive and make telephone calls when the primary SIP provider experiences an outage on their network.

Impact on Citizens and Businesses

These circuits will enhance and provide the County with the services required to meet the growing needs for our constituents for a faster and reliable County of Riverside Network to meet their service delivery needs and network reliability. There is no negative impact on residence and businesses with the approval of these Agreements.

SUPPLEMENTAL:

Additional Fiscal Information

The annual expected cost for FY 20/21 through FY 24/25 will be \$2,900,000. Funding for this agreement has been budgeted through the normal RCIT budget process.

Contract History and Price Reasonableness

Purchasing released a Request for Quote (RFQ) #ITARC-479 on September 14, 2018. Twenty vendors were notified and five (5) responses were submitted by AT&T, Verizon, CenturyLink, Spectrum/Charter, and Frontier. The evaluation team reviewed each bid response based on the requirements of the scope of service, performance ability, technical capability, project methodology, references, and the overall cost. After a lengthy and complex review, AT&T, CenturyLink, Frontier, Spectrum/Charter, and Verizon were all awarded for Intra/Interstate telecommunication services for the geographical areas they cover. Two of the five vendors are CALNET awards, AT&T and Verizon. The other three, CenturyLink, Frontier, and Charter Communications are direct negotiation contracts. The benefit of awarding all five vendors is to provide competitive pricing for these services and the areas they cover to be more cost-effective to the County, such as improved pricing, increased bandwidth, and provide the ability to eliminate and reduce circuits in County buildings.

ATTACHMENTS:

1. Agreement with AT&T
2. Agreement with Century Link
3. Agreement with Frontier
4. Agreement with Spectrum Enterprise/Charter
5. Agreement with Verizon

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Teresa Summers, Director of Purchasing 6/15/2020


Venus Brambila 6/17/2020


Gregory V. Priamos, Director County Counsel 6/15/2020

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

AT&T Corp. and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract **C3-A-12-10-TS-01**, for the following Category/Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Category/Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
1.1 Dedicated Transport	November 15, 2013	December 31, 2021	0
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	December 31, 2021	0
1.3 Standalone VoIP	November 15, 2013	December 31, 2021	0
1.4 Long Distance Calling	November 15, 2013	December 31, 2021	0
1.5 Toll-Free Calling	November 15, 2013	December 31, 2021	0
1.6 Legacy Telecommunications	November 15, 2013	December 31, 2021	0

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Service(s)") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) under State Contract prior to ordering Service(s). A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <https://cdt.ca.gov/services/calnet/>.

COUNTY OF RIVERSIDE

(Enter Non-State Entity name) desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

Select One:

Select One:

Sector	Subsector
<input type="checkbox"/> Federal <input checked="" type="checkbox"/> Local <input type="checkbox"/> Miscellaneous	<input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Community College <input type="checkbox"/> K-12 <input type="checkbox"/> Public Safety <input type="checkbox"/> Health <input type="checkbox"/> Miscellaneous

E-Rate Customers

Only complete if applying for E-Rate funding:

(Enter Non-State Entity name) Intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence (Enter month, day, and year) ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable servicing arrangements between Contractor and Non-State Entity for the Service(s) being ordered under this ATO.

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

This ATO shall become effective upon execution by Non-State Entity, Contractor, and California Department of Technology, Statewide Telecommunications and Network Division (CDT/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by CDT/STND.

By executing this ATO, Non-State Entity may subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to CDT/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The CDT/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted to the Contractor using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20 to the Contractor, noting changes.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 Program all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Non-State Entity Name & Address
COUNTY OF RIVERSIDE
ATTN: John Pantoja
Customer Contact & Title Information Tech Mgr III
Customer Phone Number 951-955-7704
Customer Email Address jrpantoja@rivco.org

Contractor Name & Address

AT&T Corp.
2700 Watt Avenue, Room 1213
Sacramento, CA 95821
Attn: Contract Program
Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered, or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

Select Category/Subcategory:

Category/Subcategory	AT&T C3-A-12-10-TS-01
<input checked="" type="checkbox"/>	Dedicated Transport Subcategory 1.1
<input checked="" type="checkbox"/>	Multi-Protocol Label Switching (MPLS) Subcategory 1.2
<input checked="" type="checkbox"/>	Standalone Voice over Internet Protocol (VoIP) Subcategory 1.3
<input checked="" type="checkbox"/>	Long Distance Calling Subcategory 1.4
<input checked="" type="checkbox"/>	Toll Free Calling Subcategory 1.5
<input checked="" type="checkbox"/>	Legacy Telecommunications Subcategory 1.6

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
Authorized Signature & Date <i>V. Manuel Perez</i>	Authorized Signature & Date <i>Janet Dalva</i>
Printed Name and Title of Person Signing V. Manuel Perez, Chairman, Board of Supervisors	Printed Name and Title of Person Signing Janet Dalva, Sr. Quality/M&P/Process Manager

Approved By: State of California
California Department of Technology,
Statewide Telecommunications and Network Division

State Authorized Signature & Date	Printed Name and Title:
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ATTEST: KEICIA R. HARPER, Clerk
 By *[Signature]* DEPUTY
 FORM APPROVED COUNTY COUNSEL
 BY: SUSANNA N. OH
 DATE 4/14/2020

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

AT&T Corp. and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract C3-B-12-10-TS-01, for the following Category/Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Category/Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year extensions</u>
2 Network Based Managed Conferencing	April 1, 2017	December 31, 2021	0
3 Metropolitan Area Network (MAN) Ethernet	April 1, 2017	December 31, 2021	0
4.2 SONET – Point-to Point Connectivity	April 1, 2017	December 31, 2021	0
5 Managed Internet Services	April 1, 2017	December 31, 2021	0
6.1 Hosted IVR/ACD Services	April 1, 2017	December 31, 2021	0
7 Network Based Managed Security	April 1, 2017	December 31, 2021	0

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <https://cdt.ca.gov/services/calnet/>.

(Enter Non-State Entity name) desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

Select One:	Select One:
Sector	Subsector
<input type="checkbox"/> Federal <input checked="" type="checkbox"/> Local <input type="checkbox"/> Miscellaneous	<input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Community College <input type="checkbox"/> K-12 <input type="checkbox"/> Public Safety <input type="checkbox"/> Health <input type="checkbox"/> Miscellaneous

E-Rate Customers

Only complete if applying for E-Rate funding:

(Enter Non-State Entity name) Intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence (Enter month, day, year) ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable servicing arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

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By executing this ATO, Non-State Entity may subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to CDT/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The CDT/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

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Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Non-State Entity Name & Address
COUNTY OF RIVERSIDE
ATTN: John Pantoja
Customer Contact & Title Information Tech Mgr III
Customer Phone Number 951-955-7704
Customer Email Address jrpantoja@rivco.org

Contractor Name & Address

AT&T Corp.
 2700 Watt Avenue, Room 1213
 Sacramento, CA 95821
 Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

Select Category/Subcategory:

Category/Subcategory	AT&T C3-B-12-10-TS-01
<input checked="" type="checkbox"/>	Network Based Web Conferencing Category 2
<input checked="" type="checkbox"/>	Metropolitan Area Network (MAN) Ethernet Category 3
<input checked="" type="checkbox"/>	SONET – Point-to-Point Connectivity Subcategory 4.2
<input checked="" type="checkbox"/>	Managed Internet Services Subcategory 5
<input checked="" type="checkbox"/>	Hosted IVR/ACD Services Subcategory 6.1
<input checked="" type="checkbox"/>	Network Based Managed Security Category 7

ATTEST:
 KECIA R. HARPER, Clerk
 By: *[Signature]*
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 SUSANNA N. OH
 DATE: 4/14/2020

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
Authorized Signature & Date <i>[Signature]</i>	Authorized Signature & Date <i>[Signature]</i>
Printed Name and Title of Person Signing V. Manuel Perez, Chairman, Board of Supervisors	Printed Name and Title of Person Signing Janet Dalva, Sr. Quality/M&P/Process Manager

Approved By: State of California
 California Department of Technology,
 Statewide Telecommunications and Network Division

State Authorized Signature & Date	Printed Name and Title:

This Frontier Services Agreement ("FSA") is effective as of July 01, 2020, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and The County of Riverside, whose primary address is County of Riverside Information Technology 3450 Fourteenth Street, 4th Floor, Riverside, CA 92501 ("Customer").

1. Provision of Services and Equipment

- a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.
- b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.
- c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier(s) Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.
- d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.
- e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.
- f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.
- g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.
- h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.
- i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.
- j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.
- k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.
- l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule,

the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

Frontier shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any and all third party liability, claim, action or damage whatsoever, based or asserted upon any gross negligence or willful misconduct of Frontier, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or a violation of a law applicable to Frontier's performance under this agreement. Frontier shall defend, at its sole expense, all costs and fees (including but not limited to attorney fees, cost of investigation, defense and including settlements or awards) the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Frontier, Frontier shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Customer; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Frontier's indemnification to Customer as set forth herein.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute,



**FRONTIER SERVICES AGREEMENT
TERMS AND CONDITIONS
Frontier Confidential**

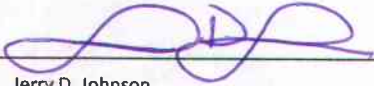
then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence, agreements and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.

County of Riverside, a political subdivision of the State of California

Signature: 
Printed Name: Jerry D. Johnson
Title: Director of Sales, West Region
Date: 6/12/20

Signature: _____
Printed Name: V. Manual Perez
Title: Chairman, Board of Supervisors
Date: _____

Contractual Notice:
Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Contractual Notice: County of Riverside Information Technology
3450 Fourteenth Street, 4th Floor, Riverside, CA
92501
Attn: Procurement Contract Specialist



**FRONTIER SERVICES AGREEMENT
TERMS AND CONDITIONS
Frontier Confidential**


then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

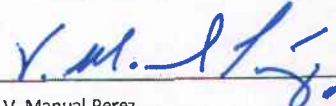
21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence, agreements and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.

County of Riverside, a political subdivision of the State of California


Signature: 
Printed Name: Jerry D. Johnson
Title: Director of Sales, West Region
Date: 6/12/20


Signature: 
Printed Name: V. Manual Perez
Title: Chairman, Board of Supervisors
Date: JUN 23 2020

Contractual Notice:
Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Contractual Notice: County of Riverside Information Technology
3450 Fourteenth Street, 4th Floor, Riverside, CA
92501
Attn: Procurement Contract Specialist

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Susanna Oh
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By 
DEPUTY



**E-LINE SCHEDULE
ETHERNET VIRTUAL PRIVATE LINE (EVPL)
ETHERNET PRIVATE LINE (EPL)**

Frontier Confidential

This is Schedule Number S-0000234088 to the Frontier Services Agreement dated July 1, 2020 ("FSA") by and between County of Riverside ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 3450 Fourteenth Street, Riverside, CA 92501
Schedule Type/Purpose: Order for new & existing services

Schedule Date: July 1, 2020
Service Term: 60 months

The "Master Service Price List" is hereinafter incorporated and made a part of this Schedule.

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 2)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 3)	\$ 0.00	\$
Special Construction	\$	\$
Total:	\$	\$

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: more than 10% interstate in nature (subject to federal jurisdiction/fees) 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: E-LINE

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
Subtotal:				\$	\$

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Subtotal:				\$

Table 3: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$



	Subtotal:
	\$

1. Service Description:

a. Ethernet Virtual Private Line (EVPL) is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. Ethernet Private Line (EPL) is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

2. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

5. Service Level Agreement.

The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

6. Appropriations. Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period.

**E-LINE SCHEDULE
ETHERNET VIRTUAL PRIVATE LINE (EVPL)
ETHERNET PRIVATE LINE (EPL)**

EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement (“SLA”) applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between County Of Riverside (“Customer”) and Frontier Communications of America, Inc. (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“E- E-LINE Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s E-LINE Service Availability commitment and applicable Service credit are outlined in Table 1A, subject to Sections 3 and 4 below.

Table 1A: E-LINE		
Circuit Availability		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in Table 1B, subject to Sections 3 and 4 below.

Table 1B: E-LINE		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Performance Objectives

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in Table 1C. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

- **Silver QoS** service is Frontier’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries Frontier’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in Table 1C, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%



Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%
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B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer’s A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

3. Service Outage Reporting Procedure.

- Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.

**E-LINE SCHEDULE
ETHERNET VIRTUAL PRIVATE LINE (EVPL)
ETHERNET PRIVATE LINE (EPL)**

- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.
- 4. Credit Request and Eligibility.**
- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
- D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
- E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
- 5. Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE

This is Schedule Number S-0000234093 to the Frontier Services Agreement dated July 1, 2020 ("FSA") by and between COUNTY OF RIVERSIDE ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 3450 Fourteenth Street, Riverside, CA 92501
 Schedule Type/Purpose: Order for new & existing services

Schedule Date: July 1, 2020
 Service Term: 60 Months

The "Master Service Price List" is hereinafter incorporated and made a part of this Schedule.

Service	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$	\$
Special Construction	\$	\$
Ethernet Access Circuit(s) (details in Table 1)-ICB	\$	\$
Total:	\$	\$

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: more than 10% interstate in nature (subject to federal jurisdiction/fees) 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: Ethernet Access Circuit(s)

Service Location	Service Address, and NPA NXX:	Service	Charges	
			NRC	MRC
A	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps) Select Mbps	\$	\$
Subtotal:			\$	\$

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
Subtotal:				

1. **SERVICE DESCRIPTION:**

a. **Ethernet Local Area Network (E-LAN)** is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This

ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE

traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location

(e.g. Frontier Connect – Cloud). Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. SPECIAL CONSTRUCTION: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

6. SERVICE LEVEL AGREEMENT. The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

7. Appropriations. Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period.

ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE

**EXHIBIT 1
ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT**

This Ethernet Local Area Network Service Level Agreement (“SLA”) applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between County Of Riverside (“Customer”) and Frontier Communications of America, Inc. (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 2 and 3 below.

Table 1 A Ethernet Local Area Network SLAs		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.00% Service Credit 50% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the On-Net Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 2 and 3 below.

Table 1B: Ethernet Local Area Network		
Mean Time To Repair		MRC Service Credit
MTTR ON-NET	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

- C. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- D. When E-LAN Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- E. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- F. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

- G. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- H. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer’s FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. “Planned Service Interruption” means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days’ notice prior to any such activity if it will impact the Services provided to Customer. “Emergency Maintenance” means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE

- I. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - J. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - K. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - L. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual E-LAN Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

This is Schedule Number S-0000234094 to the Frontier Services Agreement dated 03/26/2020 ("FSA") by and between COUNTY OF RIVERSIDE ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 3450 Fourteenth Street, Riverside, CA 92501
Schedule Type/Purpose: Order for new & existing services

Schedule Date: July 1, 2020
Service Term: 60 Months

The "Master Service Price List" is hereinafter incorporated and made a part of this Schedule.

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$	\$

Table 1: Ethernet Access Circuit

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
Subtotal:				\$	\$

Table 2: IP Addresses

Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select		Select
Service Location (from Table 1): select		Select
Service Location (from Table 1): select		Select
Service Location (from Table 1): select		Select
Service Location (from Table 1): select		Select
Subtotal:	\$	\$

1. Service Description.

a. **Ethernet Internet Access** is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Frontier provides EIA on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. This is also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the Internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59

ETHERNET INTERNET ACCESS (EIA) SCHEDULE

a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit 1.

7. Appropriations. Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period.

EXHIBIT 1

Service Level Agreement

This Ethernet Internet Access Service Level A Agreement (“SLA”) applies to an Ethernet Internet Access (EIA) Schedule, executed by and between County Of Riverside (“Customer”) and Frontier Communications of America, Inc. (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (“POP”) or EIA Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the EIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Ethernet Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

- C. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- D. When EIA Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- E. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- F. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

- G. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- H. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer’s FSA . In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing

and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- I. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - J. This SLA guarantees service performance of Frontier's Ethernet Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - K. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - L. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual EIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EIA Service reaches Chronic Outage status, then Customer may terminate the affected EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



Frontier Confidential
Business Solutions for California, Texas and Florida
Voice & Internet Service Schedule

This is Schedule Number S-0000234095 to the Frontier Services Agreement dated 03/26/2020 ("FSA") by and between COUNTY OF RIVERSIDE ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 3450 Fourteenth Street, Riverside, CA, 92501	Schedule Date: July 1, 2020
Schedule Type/Purpose: Order for new & existing services	Service Term Voice: 60 Months
	Service Term Broadband: 60 Months

The "Master Service Price List" is hereinafter incorporated and made a part of this Schedule.

Voice	Qty	MRC (x Qty)
Freedom for Business Line Type: select	0	\$
Solutions for Business Basic Single Line, Unlimited	0	\$
Solutions for Business Two Line Bundle 1 Primary Line, Unlimited select Second Line, Local** select	0	\$
Solutions for Business Multi-line Bundle 1 Primary Line, Unlimited select 0 Additional Line(s), Unlimited select 0 Additional Line(s), Local** select	0	\$
Voice Total:		\$
Voice Features		
Included features for Custopak services: Call Hold, Call Transfer, Distinctive Ring, Intercom, and Consultation Hold services. <i>** Solutions for Business Bundles – Local line does not include Voicemail, Caller ID and unlimited Nationwide long distance calling.</i>		
Standard Features for all Single Line & Custopak Services: <input type="checkbox"/> Call Forward <input type="checkbox"/> Call Waiting/Cancel CW <input type="checkbox"/> Caller ID <input type="checkbox"/> 3-way Calling <input type="checkbox"/> Standard Voicemail		
Additional Custopak Selectable Features: <input type="checkbox"/> Call Pick-up <input type="checkbox"/> Hunting <input type="checkbox"/> Speed Dial (6/8) <input type="checkbox"/> 900/976/700 Block <input type="checkbox"/> Direct Dial Toll Block <input type="checkbox"/> International Call Block		
High Speed Internet		
High Speed Internet 768k-1M/384k <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 1.1-3M/768k <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 3.1-5M/768k <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 5.1-7M/768k <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Focus 9M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 7.1M-15M/1M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Ultra 12M/1-1.5M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Plus 18M/1-1.5M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Elite 25M/1-3M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Power 45M/6M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Simply Extreme 90M/8M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Simply Internet Velocity 115M/12M <input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
HSI Static IP Block (5 usable IPs)	0	\$
HSI Static IP Block (13 usable IPs)	0	\$
HSI Static IP Block (29 usable IPs)	0	\$

FIOS Internet			Qty	MRC (x Qty)	
FIOS Internet 25M/25M	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Internet 50M/50M	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Internet 75M/75M	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Internet 100M/100M	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Internet 150M/150M	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Internet 300M/300M	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Internet 500M/500M	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Internet 1G/1G	<input type="checkbox"/> Static IP	<input type="checkbox"/> Simply	0	\$	
FIOS Static IP Block (5 usable IPs)			0	\$	
FIOS Static IP Block (13 usable IPs)			0	\$	
FIOS Static IP Block (29 usable IPs)			0	\$	
FIOS Static IP Block (61 usable IPs)			0	\$	
			Internet Total:	\$	
Installation/Activation Services				NRC	
Voice Installation Fee				\$	
Internet Installation/Activation Fee				\$	
				Installation/Activation Services Total:	
				\$	
Equipment and Installation/Activation Services		Qty	NRC	MRC (x Qty)	MRC (x Qty)
Router: Select		0	\$	\$	\$
		Equipment Total:	\$	\$	\$

Voice Service Description:

- Unlimited calling includes direct dialed local, local toll, and nationwide long distance throughout the U.S. and U.S. territories.
- Unlimited calling does not include calls to Canada, domestic or Canadian inbound toll-free usage, other international calling, directory assistance, or information service calls.
- Freedom for Business and Solutions for Business are available only for customers with a maximum of thirty (30) business lines and are not available with Centrex lines other than Custopak, foreign exchange or foreign Central Offices, public or semi-public telephone service or PBX trunks.
- Long Distance minutes are only available on line(s) for commercial outbound long distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long distance calling.

Additional Terms and Conditions:

- **Internet.** All internet speeds referenced are “up to” available speeds. Actual speeds may vary and are dependent on various issues such as network requirements, customer location and equipment. A \$9.99 processing fee will apply upon disconnection of Internet Service.
- **Internet Acceptable Use Policy and Security.**
 - Customer shall comply, and shall cause all Service users to comply, with Frontier’s Acceptable Use Policy (“AUP”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
 - Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.

- o Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

- Equipment.

- o Customer will execute a certificate of acceptance ("COA") upon Frontier's completion of installation activities, or the Equipment will be deemed accepted five (5) days following Frontier's completion of installation activities if Customer has not notified Frontier of a material problem related to such Equipment or the Installation Services identified in the SOW ("Acceptance"). Customer will sign the COA if Customer has beneficial use of the Equipment. If there are minor pending items, the COA will be signed with a list of exceptions (punch list), and Frontier will follow up on the punch listed items in a timely manner following the Acceptance.
- o Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and all applicable licenses are subject to the manufacturer's end user license terms and conditions.
- o Frontier retains title to leased Equipment. Frontier retains title to purchased Equipment until the NRC identified above is paid in full, and Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.
- o Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
- o The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License ("GPL") or GNU Less General Public License ("LGPL"). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <https://frontier.com/helpcenter/categories/internet/other-services/open-source-software-portal>. You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for \$10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. **ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY.** All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

Appropriations. Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period.



Frontier Confidential
BUSINESS LOCAL & LD SERVICES SCHEDULE

This is Schedule Number **S-0000234096** to the Frontier Services Agreement dated **July 1, 2020** ("FSA") by and between **COUNTY OF RIVERSIDE** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: Primary: 3450 Fourteenth Street
 City, State, Zip: Riverside, CA 92501

Schedule Date: July 1, 2020
 Service Term: 60 Months

The "Master Service Price List" is hereinafter incorporated and made a part of this Schedule.
 Order for new & existing services

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		


Appropriations. Frontier acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services, Customer may terminate this Agreement upon no less than 30 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for Services during any prior period.

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2025, unless terminated earlier as provided under this Agreement. Frontier shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

The Schedules in this Agreement are not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. The Schedules and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Services. The Schedules, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

County of Riverside, a political subdivision of the State of California

Signature: 
Printed Name: Jerry D. Johnson
Title: Director of Sales, West Region
Date: 6/12/20

Signature: _____
Printed Name: V. Manual Perez
Title: Chairman, Board of Supervisors
Date: _____



Frontier Confidential

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2025, unless terminated earlier as provided under this Agreement. Frontier shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

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Frontier Communications of America, Inc.

County of Riverside, a political subdivision of the State of California

Signature: [Handwritten Signature]
Printed Name: Jerry D. Johnson
Title: Director of Sales, West Region
Date: 6/12/20

Signature: [Handwritten Signature]
Printed Name: V. Manuel Perez
Title: Chairman, Board of Supervisors
Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: [Handwritten Signature]
Susanna Oh
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By [Handwritten Signature]
DEPUTY



MASTER SERVICE PRICE LIST

Frontier Ethernet Pricing

EVPL Access with Silver, Gold and Platinum EVC / ELAN with Silver, Gold and Platinum Access / EIA-Ethernet Internet Access									
	EVPL Access	Silver EVC	Gold EVC	Platinum EVC		ELAN Silver	ELAN Gold	ELAN Platinum	EIA
2 Mbps	\$ 104.00	\$ 25.00	\$ 32.00	\$ 39.00		\$ 129.00	\$ 136.00	\$ 143.00	\$ 225.00
3 Mbps	\$ 121.00	\$ 29.00	\$ 38.00	\$ 48.00		\$ 150.00	\$ 159.00	\$ 169.00	\$ 260.00
4 Mbps	\$ 127.00	\$ 33.00	\$ 43.00	\$ 53.00		\$ 160.00	\$ 170.00	\$ 180.00	\$ 277.00
5 Mbps	\$ 132.00	\$ 38.00	\$ 49.00	\$ 60.00		\$ 170.00	\$ 181.00	\$ 192.00	\$ 293.00
6 Mbps	\$ 143.00	\$ 42.00	\$ 54.00	\$ 68.00		\$ 190.00	\$ 197.00	\$ 211.00	\$ 305.00
7 Mbps	\$ 148.00	\$ 47.00	\$ 60.00	\$ 74.00		\$ 195.00	\$ 208.00	\$ 222.00	\$ 315.00
8 Mbps	\$ 158.00	\$ 47.00	\$ 61.00	\$ 76.00		\$ 205.00	\$ 219.00	\$ 234.00	\$ 325.00
9 Mbps	\$ 164.00	\$ 51.00	\$ 66.00	\$ 81.00		\$ 215.00	\$ 236.00	\$ 245.00	\$ 332.00
10 Mbps	\$ 170.00	\$ 55.00	\$ 72.00	\$ 88.00		\$ 225.00	\$ 242.00	\$ 258.00	\$ 340.00
15 Mbps	\$ 181.00	\$ 59.00	\$ 77.00	\$ 94.00		\$ 240.00	\$ 258.00	\$ 275.00	\$ 345.00
20 Mbps	\$ 183.00	\$ 67.00	\$ 87.00	\$ 106.00		\$ 250.00	\$ 270.00	\$ 289.00	\$ 350.00
30 Mbps	\$ 250.00	\$ 74.00	\$ 96.00	\$ 118.00		\$ 324.00	\$ 346.00	\$ 368.00	\$ 405.00
40 Mbps	\$ 316.00	\$ 80.00	\$ 104.00	\$ 128.00		\$ 396.00	\$ 420.00	\$ 444.00	\$ 450.00
50 Mbps	\$ 319.00	\$ 106.00	\$ 139.00	\$ 170.00		\$ 425.00	\$ 458.00	\$ 489.00	\$ 475.00
60 Mbps	\$ 320.00	\$ 112.00	\$ 145.00	\$ 178.00		\$ 432.00	\$ 465.00	\$ 498.00	\$ 554.00
70 Mbps	\$ 354.00	\$ 119.00	\$ 154.00	\$ 190.00		\$ 473.00	\$ 508.00	\$ 544.00	\$ 630.00
80 Mbps	\$ 381.00	\$ 123.00	\$ 159.00	\$ 196.00		\$ 504.00	\$ 540.00	\$ 577.00	\$ 660.00
90 Mbps	\$ 388.00	\$ 126.00	\$ 164.00	\$ 202.00		\$ 517.00	\$ 552.00	\$ 590.00	\$ 689.00
100 Mbps	\$ 394.00	\$ 131.00	\$ 171.00	\$ 210.00		\$ 525.00	\$ 565.00	\$ 604.00	\$ 725.00
200 Mbps	\$ 441.00	\$ 144.00	\$ 188.00	\$ 231.00		\$ 585.00	\$ 629.00	\$ 672.00	\$ 1,050.00
300 Mbps	\$ 456.00	\$ 152.00	\$ 198.00	\$ 244.00		\$ 608.00	\$ 654.00	\$ 700.00	\$ 1,350.00
400 Mbps	\$ 479.00	\$ 158.00	\$ 206.00	\$ 253.00		\$ 637.00	\$ 685.00	\$ 732.00	\$ 1,530.00
500 Mbps	\$ 485.00	\$ 165.00	\$ 214.00	\$ 263.00		\$ 650.00	\$ 699.00	\$ 748.00	\$ 1,625.00
600 Mbps	\$ 534.00	\$ 168.00	\$ 218.00	\$ 269.00		\$ 702.00	\$ 752.00	\$ 803.00	\$ 1,701.00
700 Mbps	\$ 554.00	\$ 171.00	\$ 223.00	\$ 274.00		\$ 725.00	\$ 777.00	\$ 828.00	\$ 1,764.00
800 Mbps	\$ 595.00	\$ 175.00	\$ 227.00	\$ 279.00		\$ 770.00	\$ 822.00	\$ 874.00	\$ 1,944.00
900 Mbps	\$ 616.00	\$ 178.00	\$ 231.00	\$ 285.00		\$ 794.00	\$ 847.00	\$ 901.00	\$ 1,985.00
1 Gbps	\$ 819.00	\$ 181.00	\$ 236.00	\$ 290.00		\$ 1,000.00	\$ 1,055.00	\$ 1,109.00	\$ 2,000.00
2 Gbps	\$ 994.00	\$ 186.00	\$ 241.00	\$ 295.00		\$ 1,180.00	\$ 1,235.00	\$ 1,289.00	\$ 2,600.00
3 Gbps	\$ 1,169.00	\$ 192.00	\$ 247.00	\$ 302.00		\$ 1,361.00	\$ 1,416.00	\$ 1,471.00	\$ 3,300.00
4 Gbps	\$ 1,344.00	\$ 197.00	\$ 252.00	\$ 307.00		\$ 1,541.00	\$ 1,596.00	\$ 1,651.00	\$ 3,600.00
5 Gbps	\$ 1,519.00	\$ 202.00	\$ 257.00	\$ 312.00		\$ 1,721.00	\$ 1,776.00	\$ 1,831.00	\$ 4,100.00
6 Gbps	\$ 1,694.00	\$ 208.00	\$ 263.00	\$ 318.00		\$ 1,902.00	\$ 1,957.00	\$ 2,012.00	\$ 4,500.00
7 Gbps	\$ 1,869.00	\$ 216.00	\$ 271.00	\$ 326.00		\$ 2,085.00	\$ 2,140.00	\$ 2,195.00	\$ 4,795.00
8 Gbps	\$ 2,044.00	\$ 224.00	\$ 279.00	\$ 334.00		\$ 2,268.00	\$ 2,323.00	\$ 2,378.00	\$ 5,160.00
9 Gbps	\$ 2,219.00	\$ 232.00	\$ 287.00	\$ 342.00		\$ 2,451.00	\$ 2,506.00	\$ 2,561.00	\$ 5,310.00
10 Gbps	\$ 2,394.00	\$ 240.00	\$ 295.00	\$ 360.00		\$ 2,634.00	\$ 2,689.00	\$ 2,754.00	\$ 5,500.00

DSL & FiOS Pricing

DSL - Simply Broadband, includes access line.	
	MRC
Simply High Speed Internet w/ Dynamic IP-768K to 1 Mbps / 384 Kbps	29.99
Simply High Speed Internet Enhanced w/ Dynamic IP-1.1 to 3 Mbps / 768 Kbps	39.99
Simply High Speed Internet Enhanced w/ Dynamic IP-3.1 to 5 Mbps / 768 Kbps	49.99
Simply High Speed Internet Enhanced w/ Dynamic IP-5.1 to 7 Mbps / 768 Kbps	59.99
Simply High Speed Internet Enhanced w/ Dynamic IP-7.1 to 15 Mbps / 1 Mbps	69.99
Simply Internet Ultra w/ Dynamic IP - as fast as 12 Mbps / 1-1.5 Mbps	69.99
Simply Internet Ultra w/ Dynamic IP - as fast as 18 Mbps / 1-1.5 Mbps	79.99
Simply Internet Ultra w/ Dynamic IP - as fast as 25 Mbps / 1-3 Mbps	89.99
Simply Internet Ultra w/ Dynamic IP - as fast as 45 Mbps / 6 Mbps	119.99
Simply Internet Ultra w/ Dynamic IP - as fast as 90 Mbps / 8 Mbps	149.99
Simply Internet Ultra w/ Dynamic IP - as fast as 115 Mbps / 12 Mbps	169.99
Broadband Static IP - 1	10.00
Broadband Static IP Block - 5	20.00
Broadband Static IP Block - 13	50.00
Broadband Static IP Block - 29	90.00
Router	9.99
Installation	No Charge
FiOS - Simply Broadband, includes access line.	
Dynamic IP	
FiOS Simply 25M/25M	59.99
FiOS Simply 50M/50M	79.99
FiOS Simply 100M/100M	99.99
FiOS Simply 150M/150M	159.99
FiOS Simply 300M/300M	209.99
FiOS Simply 500M/500M	279.99
Broadband Static IP - 1	10.00
Broadband Static IP Block - 5	20.00
Broadband Static IP Block - 13	50.00
Broadband Static IP Block - 29	90.00
Router	9.99
Installation	No Charge

Tab H Cost Quote

In this section, please complete and include the Cost Quote Sheet. The County reserves the right to negotiate final fees with the selected Contractor(s). Quotes must fully describe all costs to charges to County as part of this service/project.

Cost Quotes are to be based on the scope defined in Section E. "SCOPE OF SERVICE".

UNIT OF SERVICE COST

Countywide Data and Voice Network Services Pricing

Does the California Public Utilities Commission (CPUC) recognize your Company? Yes No

Does your company have tariffs filed with the CPUC? Yes No

If so, please specify for what services. Frontier's tariffs detail services, equipment and pricing Frontier offers to its customers.

Does your company have tariffs filed with the FCC? Yes No

VOICE SERVICES

Call Charges

Call Type	1st Minute	Additional Minutes
InterState InterLATA	- \$0.0130	\$0.0130
IntraState InterLATA	- \$0.0195	\$0.0195
InterState IntraLATA	- \$0.0130	\$0.0130
IntraState IntraLATA	- \$0.0195	\$0.0195
International	Varies—See Note 1 and Attachment 5	Varies – See Note 1 and Attachment 5
Local	\$0.033; PBX Trunks- Measure Business Lines are \$0.11	\$0.033; PBX Trunks- Measure Business Lines are \$0.11
ZUM	\$0.033	\$0.033
Directory Assistance	\$0.0130	\$0.0130

Note 1 – International Plan is \$5.95 MRC per Account Number

Talk to the World

Description:

The Talk to the World International Plan offers flat rate pricing, available 24 hours a day, seven days a week.

- Rates: 24/7 by country
- Billing: First 18 Seconds then in 6 second increments

In addition to the rates listed, Premium Termination surcharges apply to calls to certain localities.

The listed rates apply to:

- Customer Dialed Direct Station-to-Station
- Customer Dialed Calling Card Station-to-Station
- Operator Assisted Station-to-Station
- Operator Assisted Calling Card Station-to-Station
- Operator Assisted Person-to-Person

Operator Surcharge of \$1.00 per call apply to Operator Assisted and calling card calls.

See attachment 5 for International Information.

1. The County requires existing telephone numbers, dialing plan and DID numbers to remain in place. Describe how this ‘transition without change’ can be accomplished without any form of outages, interruption of service or additional costs.
2. Describe your network in detail, including network diagrams.
 - a. Specify, by location, the connecting points of presence (POPS), and central (switching) offices, and provide a schedule of any expected additions and/or relocations.
3. Indicate ownership of said facilities and identify the type of transmission medium (e.g. fiber, microwave, etc.).
4. Provide details concerning emergency backup support, including any costs associated with backup. This support is applicable to the network, points of presence, and central offices.
 - a. Provide diagrams indicating backup support locations.

Service Type	Installation Charges	Recurring Charges	Conversion Charges	Standard Installation Interval	Expedited Installation Interval	Expedited Installation Charges
1MB	Note 2	16.00	n/a	7-10 days	3 days	0.00
Centrex/CentraNet	Note 2	5.70	n/a	7-10 days	3 days	0.00
DS1	Note 2	223.00*	n/a	30 days	Best Effort	0.00
PRI Trunks	Note 2	20.00	n/a	14 days	Best Effort	0.00
Central Office Trunks - Riders on PRI/T1	Note 2	4.00	n/a	14 days	Best Effort	0.00
Central Office Trunks - Standalone	Note 2	20.00	n/a	14 days	Best Effort	0.00
DID Trunks - Riders on PRI/T1	Note 2	4.00	n/a	14 days	Best Effort	0.00
DID Trunks - Standalone	Note 2	20.00	n/a	14 days	Best Effort	0.00
DID Stations - 100 block	Note 2	15.00	n/a	14 days	Best Effort	0.00
DID Stations - 20 block	Note 2	4.00	n/a	14 days	Best Effort	0.00
DCS - 24 Channel	Note 2	335.00	n/a	30 days	Best Effort	0.00
DCS - 48 Channel	Note 2	440.00	n/a	30 days	Best Effort	0.00
DCS - 96 + Channel	Note 2	755.87	n/a	30 days	Best Effort	0.00
ISDN - BRI	Note 2	34.65	n/a	30 days	Best Effort	0.00
ISDN - PRI	Note 2	300.00	n/a	30 days	Best Effort	0.00
VOICE MAIL	Note 2	4.00	n/a	3 days	Best Effort	0.00
CID (Caller ID)	Note 2	3.25	n/a	3 days	Best Effort	0.00
OPX	Note 2	ICB	n/a	30 days	Best Effort	0.00
SIP Trunks	Note 2	12.99	n/a	30 days	Best Effort	0.00
FX (Foreign Exchange)	Note 2	ICB	n/a	30 days	Best Effort	0.00
Toll-Free (800 Service)	Note 2	\$4.99 per toll free number for first 4 toll free numbers; no charge for toll free	n/a	7 days	Best Effort	0.00

		number 5+				
Calling Card	No bid	No bid	No bid	No bid	No bid	No bid

Note 2 – All installation charges will be charged per the tariff as a NRC, non-recurring charge.

*Pricing is a basic charge and does not include mileage or other surcharges. Please contact your Account Representative for a final quote.

ICB – There are too many variables to give a quote. These services are based on the tariff and location will determine price. Please contact your Account Representative for a final quote.

1MB FEATURE	YES	NO	NOTES	CHARGES
Hunting	X			.10
Three-way calling - switch-hook flash? If not, describe method (Countywide).	X			3.60
DTMF	X			0.00
Call waiting - interrupted dial tone? If not, describe method.	X			5.75
Call forwarding - interrupted dial tone? If not, describe method.	X			3.25
Feature blocking	X			0.00
PIC/LPIC code change blocking on all lines.	X			0.00
Third party vendor blocking on all lines.	X			0.00
Detailed usage for calls.	X			0.00
Additional feature - Block 900/976	X			0.00
Additional feature - Non Published Number	X			0.00
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
CENTREX FEATURE	YES	NO	NOTES	CHARGES
Hunting	X			0.00
Three-way calling - switch-hook flash? If not, describe method (Countywide).	X			0.00
DTMF	X			0.00
Call waiting	X			0.00
Call forwarding - Interrupted dial tone? If not, describe method.	X			0.00

Call transfer	X			0.00
Abbreviated dialing - State the size of the personal list.	X		No group size	0.00
Intercom groups	X			0.00
Additional feature - Feature Package 1000	X			2.00
Additional feature - Feature Package 2000	X			3.00
Additional feature - Feature Package 3000	X			3.75
Additional feature -				
Additional feature -				

CUSTOMER CONTROLLABLE FEATURE	YES	NO	CENTREX OFFICES	CHARGES
Call block	X			2.75
Call forwarding busy line-fixed		X		0.00
Call forwarding busy line-variable		X		n/a
Call forwarding don't answer-fixed		X		0.00
Call forwarding don't answer-variable		X		n/a
Call forwarding variable	X			0.00
Call hold	X			0.00
Call pickup	X			0.00
Call return	X			ICB
Call selector		X		n/a
Dial call waiting	X			0.00
Preferred call forwarding	X			0.00
Repeat dialing	X			0.00
Series completion hunting	X			0.00
Abbreviated dial short	X			0.00
Station restriction-full denied origination				
Station restriction-full denied termination				
Call tracing/tracking	X			ICB
Call waiting originating	X			0.00
Call waiting terminating	X			0.00
Caller ID-number only	X			5.75
Code restriction-900/976		X		0.00
Code restriction-411		X		0.00
Code restriction-011		X		0.00
Code restriction-10XXX and 101XXX		X		n/a
Code restriction-N11		X		n/a
Directed call pickup	X			0.00

Directed call pickup with barge in	X			0.00
Directed call pickup non-barge in-exempt	X			0.00
Abbreviated dial long-per controlling line (minimum 30 numbers)	X			0.00
Abbreviated dial long-per additional line	X			0.00
Station controlled conference	X			0.00
Toll restriction		X		3.00

CENTRAL OFFICE TRUNK FEATURE	YES	NO	NOTES	CHARGES
Hunting/Multiline Hunting	X			.10
---SEQUENTIAL	X			.10
---CIRCULAR	X			.10
DTMF	X			0.00
Availability Control		X		
Night Terminal		X		
Automatic Channel Selection		X		
Answer Supervision	X			0.00
Signaling	X			0.00
Addressing	X			0.00
---DTMF	X			0.00
---MULTI-FREQUENCY	X			0.00
Dial Tone	X			0.00
---SECOND DIAL TONE	X			0.00
Call Transfer	X			0.00
Equal Access	X			0.00
Trunk Group	X			0.00
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				

ISDN BRI/PRI FEATURE	YES	NO	NOTES	CHARGE S
Alternate Route	X			0.00
Enhanced Alternate Route	X			0.00
Calling Name Display	X			Incl in PRI
Dialing Plan	X			Measured rate service
Message Waiting Indication		X		Feature of Phone System
Network Ring Again	X			0.00
PRI subgroup	X			0.00
Private Facility Connection	X			0.00
User-to-User Information	X			0.00
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				

MISCELLANEOUS SERVICES	YES	NO	NXX	CHARGES
Voice Mail	X			See Above Chart
Caller ID (identification)	X			See Above Chart
OPX	X			ICB
OPX signaling arrangements.	X			ICB
FX				
Centrex environment	X			ICB
Non-Centrex environment	X			ICB

ICB – There are too many variables to give a quote. These services are based on the tariff and location will determine price. Please contact your Account Representative for a final quote.

DIRECTORY SERVICE	ONE TIME	RECURRING
LISTING CHARGE	Note 3	Note 3
PER TRANSACTION	Note 3	Note 3
MONTHLY	Note 3	Note 3

Note 3 – Directory Listings

No Charge for the first listing. See additional listing prices below.

Additional Listing

Description:

Any listing, regardless of form, in addition to a primary listing.

- Second listing of the primary number with a different name
- Listing for a telephone number for the same customer service
- Cross reference listing which is a referral without a telephone number to another listing. **Example:** JC Penny's see Penney's

A business class of service may have a residential additional listing in order to populate a record in the residential section of a directory.

The following listing types are considered Additional Listings:

- Alternative Listings
- Regular Extra Listings
- Duplicate Listing
- Reference Listing/Cross Listing
- Temporary Listing (Guest of Hotel Listing)
- Family Plan Listing
- Office Hour Listing
- Dual Name Listing

MRC: \$ 5.25

Extra Lines of Information

Description:

Descriptive text that does not have a telephone number

Also known as Extra Line Matter. Any information in addition to listing/Cross Reference additional line.

MRC: \$ 5.25

Foreign Exchange Listing

Description:

A listing appearing in a directory or section of a directory other than the directory in which local exchange service is furnished or associated with a service provider that does not have a directory listing agreement in place.

MRC: \$ 5.25

Non Listing

Description:

A listing that is available in directory assistance but not printed in the telephone directory.

MRC: \$ 3.25

Non Published Listing

Description:

A listing where the telephone number is not listed in either directory assistance or in the telephone directory.

MRC: \$ 2.50

TOLL-FREE REQUIREMENTS	YES	NO	NOTES	ACTIVATION	OTHER
New number activation within 3 days	X		\$4.99 per toll free number for first 4 toll free numbers; no charge for toll free number 5+		
Vanity numbers - no extra charges	X				
Toll-Free portability	X				
Service area restrictions	X				
In-State Toll-Free	X				
In State & Out of State Toll-Free	X				
Area Code blocking per Toll-Free	X				
Web site for real time changes		X			
Number of calls restriction	X		With regard to number of calls that can be received at one time, not historical based on volume or dollar amount		
Temporarily deactivate Toll-Free number when dollar limit reached		X	Can be requested but not automated		

TOLL-FREE FEATURE	YES	NO	NOTES	CHARGES
Time of Day Routing	X			0.00
Day of Week Routing	X			0.00
Holiday Routing	X			0.00
Point of Origination Routing	X			0.00
Toll-Free Blocking	X			0.00
Route Advance		X		
DNIS (Dialed Number Identification Service)	X		Requires one DID or telephone number per DNIS requested	0.00
Percent Allocation Routing	X			0.00
Directory Assistance Listing	X			15.00 MRC 15.00 NRC
Routing with Call Completion		X		0.00
Menu-Prompted Routing		x		

OTHER VOICE SERVICES (NOT PREVIOUSLY LISTED)

Circuit Type	Installation Charges	Recurring Charges	Conversion Charges	Standard Installation Interval	Expedited Installation Interval	Expedited Installation Charges
DSL	Note 3	See Attachment 9	n/a	10-14 days	Best Effort	0.00
FIOS	Note 3	See Attachment 9	n/a	10-14 days	Best Effort	0.00
SD-WAN	Note 3	See Attachment 14	n/a	30 days	Best Effort	0.00
FOTS	Note 3	See Attachment 15	n/a	60 days	ICB	ICB

NETWORK SERVICES - Provide all one-time, recurring and (if applicable) conversion costs associated with dedicated private line IntraLATA services.

Circuit Type	Installation Charges	Recurring Charges	Conversion Charges	Standard Installation Interval	Expedited Installation Interval	Expedited Installation Charges
P2P T1	Note 3	ICB	n/a	30 Days	Best Effort	0.00
P2P T3	Note 3	ICB	n/a	30 Days	Best Effort	0.00
SONET OC-3	Note 3	1649.50	n/a	60 Days	Best Effort	0.00
SONET OC-12	Note 3	2050.00	n/a	60 Days	Best Effort	0.00
SONET OC-48	Note 3	Node is 3217.00	n/a	60 Days	Best Effort	0.00
DSL VPN	Note 3	ICB	n/a	ICB	Best Effort	0.00
DSL 128/384	Note 3	ICB	n/a	ICB	Best Effort	0.00

DSL 1.544/384	Note 3	ICB	n/a	ICB	Best Effort	0.00
DSL 384/384	Note 3	ICB	n/a	ICB	Best Effort	0.00
Ethernet 5 Mbps	Note 3	132.00	n/a	60 Days	Best Effort	500
Ethernet 10 Mbps	Note 3	170.00	n/a	60 Days	Best Effort	500
Ethernet 20 Mbps	Note 3	183.00	n/a	60 Days	Best Effort	500
Ethernet 50 Mbps	Note 3	319.00	n/a	60 Days	Best Effort	500
Ethernet 100 Mbps	Note 3	394.00	n/a	60 Days	Best Effort	500
Ethernet 250 Mbps	Not available		n/a	60 Days	Best Effort	500
Ethernet 500 Mbps	Note 3	485.00	n/a	60 Days	Best Effort	500
Ethernet 1 Gbps	Note 3	819.00	n/a	60 Days	Best Effort	500
Ethernet 10 Gbps	Note 3	2394.00	n/a	60 Days	Best Effort	500
MPLS 1.5M	Not available		n/a	60 Days	Best Effort	500
MPLS 3M	Note 3	150.00	n/a	60 Days	Best Effort	500
MPLS 10M	Note 3	225.00	n/a	60 Days	Best Effort	500
MPLS 100M	Note 3	525.00	n/a	60 Days	Best Effort	500
MPLS 1Gig	Note 3	1000.00	n/a	60 Days	Best Effort	500
Additional feature			n/a			

MPLS – Is listed as ELAN in our pricing sheet in Attachment 7.

***Please see Attachment 7 for Pricing of all Ethernet services.** The pricing includes EVPL Access with Silver, Gold and Platinum EVC's. ELAN with Silver, Gold and Platinum Access. Ethernet Internet Access (EIA).

Note 4 - Installation Charges – Each location will need to be verified for service availability. Construction charges may apply, however the County will be informed and will need to make a decision to proceed before construction is started and service is installed.

ICB – There are too many variables to give a quote. These services are based on the tariff and location will determine price. Please contact your Account Representative for a final quote.

The Tab H Cost Quote pricing does not include NRC charges for surcharges or taxes. Each service will be charged accordingly. These may include SLC, PIC-C, ARC, USF and any other charges we as an ILEC must charge per the tariff.

Note 5 - Onsite Field Support is provided. Applicable charges are: If trouble is found to Frontier issue, no charge. If the issue is in customer's equipment, charges are: \$150 Tech Isolation 1st hour; Each Additional 15 min \$27.50.



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information	
Spectrum Account Executive: Maria Frew	
Office: Mobile: 310-770-9518	
Email: maria.frew@charter.com	

Customer Information				
Customer Name (Exact Legal Name): County of Riverside				
Street Address: 3450 14th Street	Suite: 4th Floor	City: Riverside	State: CA	Zip Code: 92501
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name: Monica Rossow	Tel No: 951-955-9187		E-mail: mrossow@rivco.org	
Billing Address: 3450 14th Street	Suite: 4th Floor	City: Riverside	State: CA	Zip Code: 92501
Billing Contact Name: Norma Marchan	Tel No: (951) 955-7506		E-mail: RCH Payable@rivco.org	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name: V. Manuel Perez	Name:
Title: Chairman of the Board	Title:
Date: JUN 23 2020	Date:

FORM APPROVED COUNTY COUNSEL
 BY: 4/14/2020
 SUSANNA N. OH DATE
 Enterprise Terms of Service v 191115
 2016-2019 Charter Communications, all rights reserved

ATTEST:
 KECIA R. HARRER, Clerk
 By:
 DEPUTY

JUN 23 2020 3.21



SPECTRUM ENTERPRISE SERVICE AGREEMENT

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Spectrum Sales Support Contact Information	
Spectrum Account Executive: Maria Frew	
Office:	Mobile: 310-770-9518
Email: maria.frew@charter.com	

Customer Information				
Customer Name (Exact Legal Name): County of Riverside				
Street Address: 3450 14th Street	Suite: 4th Floor	City: Riverside	State: CA	Zip Code: 92501
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name: Monica Rossow	Tel No: 951-955-9187		E-mail: mrossow@rivco.org	
Billing Address: 3450 14th Street	Suite: 4th Floor	City: Riverside	State: CA	Zip Code: 92501
Billing Contact Name: Norma Marchan	Tel No: (951) 955-7506		E-mail: RCIT-Payable@rivco.org	

Agreement

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Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name: V. Manuel Perez	Name:
Title: Chairman of the Board	Title:
Date:	Date:

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services may not be available in all Spectrum service areas and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. **Except in case of an emergency, Spectrum will use commercially reasonable efforts to provide notice of its requirement for access.** If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer

to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Immediately upon termination of this Service Agreement or Service Order(s) ("**Termination**"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("**Software**").

Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "**Service Charges**").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("**MRCs**"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("**OTCs**") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or

adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs.

Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

1) In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.

2) Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or other Services. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "**Termination Charge**"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCs, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE **SIX (6) MONTHS** IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE,

INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's use or misuse of the Service,
 - (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
 - (c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.
- Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

Spectrum shall indemnify, defend, and hold harmless Customer and its boards, officers, agents and employees (collectively, for purposes of this section, "Customer"), from and against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Customer, including reasonable attorneys' and other professionals' fees, for bodily injury or tangible property damage directly caused by the gross negligence or willful misconduct of Spectrum, its employees or contractors, at the site(s) as a direct result from Spectrum's installation, removal or maintenance at Customer's Service locations of the Spectrum Equipment.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. INTENTIONALLY OMITTED.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the

Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:

Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network

Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of **California** shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the **federal district court in Riverside, California**, or, if such court would not have jurisdiction over the matter, then only in a **California** court sitting in the **city of Riverside**. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in **city of Riverside, California**, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose **except to the extent applicable law specifies otherwise and does not permit contractual waiver or limitation**.

IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties

whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A

Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. **Music Programming.** Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. **Restrictions.** Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

Customer's use of the Enterprise TV Service is subject to the following additional terms and conditions:

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

- (a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- (b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU Service. SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").

- a. Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
- b. Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
- c. Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

Attachment B

Spectrum Business Voice Service, PRI/SIP Trunking Service (collectively "Voice Services")

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, "Hosted Communications Services")

DESCRIPTION OF SERVICES:

Voice Services:

Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

PRI Service: If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

Analog Lines Over Fiber Service: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer's PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Service Order.

Toll-Free Service for Spectrum Trunking: If Customer selects to receive Spectrum Toll-Free Service for use with trunking service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer's allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum trunking service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum trunking service. Not all Toll-Free Service features may be available in all areas.

E911 Location Plus: If Customer selects to receive Spectrum E911 Location Plus for use with trunking service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer's E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment, that wishes to provide location information for its station level telephone numbers.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Spectrum Hosted Voice for Hospitality Service: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications Service: If Customer selects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to the features, functionalities, capabilities, or to the application user interface formats shall be in Spectrum's sole discretion.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "**Prohibited Use**"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com> or <https://business.spectrum.com> or in the applicable price guide at <https://spectrum.com>, under "Customer Disclosures." These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2. **Customer-Premise Equipment:** Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

(a) Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non -voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or

carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum trunking service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum trunking service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum trunking service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum trunking service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum trunking service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum trunking service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

10. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.

11. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

12. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer-specific references, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(b) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(c) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(d) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

13. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

14. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at <https://enterprise.spectrum.com> (or successor URL), unless other rates have been provided in the Service Order.

15. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third-party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

16. Call Redirect: If a PRI Service, SIP Trunking Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

17. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

18. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

19. Voicemail; Call Recording. In the event Customer transmits protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, through the use of Hosted Voice Service, Customer acknowledges that Spectrum is acting solely as a Conduit. A "Conduit" means a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. Customer further agrees that it shall provide Spectrum prior notice if Customer stores any PHI on the voicemail or call recording feature of Hosted Voice Service and the parties shall thereafter enter into a business associate agreement.

Attachment C

Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. Supplemental Managed Network Service. This subsection shall only apply if Customer purchases Spectrum's supplemental "Managed Network Service." The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICE, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER'S OR ANY END USER'S EQUIPMENT OR ACCESS TO OR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.
5. DDoS Protection Services.

(a) This Section only applies if Customer elects to purchase DDoS Protection Service to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service; and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns.

When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum Enterprise Technical Support. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days.

(b) DDoS Proactive Mitigation Services: If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum Enterprise Technical Support to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum Enterprise Technical Support has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: Customer must purchase Spectrum's FIA Service to be eligible to purchase the DDoS Protection Services, which FIA Service may be pre-existing or ordered at the same time as the DDoS Protection Service. DDoS Protection Service is provided on a per circuit basis. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Mitigation Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

1) SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.

2) DDoS mitigation may only mitigate the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.

3) Spectrum makes no warranty, express or implied, that: (1) for Customers subscribing to the DDoS Automatic Protection Service, all DDoS attacks will be detected; (2) mitigation services will successfully mitigate the incident, particularly if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:

1) Customer acknowledges and agrees that if Spectrum determines, in its sole discretion, that Spectrum can no longer offer the DDoS Protection Service, either temporarily or permanently, Spectrum may terminate the DDoS Protection Service and any affected Service Orders by giving 90 days' notice to Customer.

2) If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

Attachment D

Ethernet Service ("Ethernet Service") and Cloud Connect ("Cloud Connect")

Ethernet Service: Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

Cloud Connect Service: Spectrum will provide a cloud connect service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

Customer's use of Ethernet Service and, as applicable, Cloud Connect Service, is subject to the following additional terms and conditions:

1. Spectrum's provision of Ethernet and Cloud Connect Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet and/or Cloud Connect Service that degrades any service provided to other subscribers on the Spectrum Network. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Customer shall not transmit or otherwise make available on or via the Ethernet or Cloud Connect Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Locations at periodic intervals as needed to verify Customer's compliance with this Service Agreement.
5. Customer's use of Ethernet Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F.R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment E

Spectrum Business High-Speed Internet Service (“Internet Service”)

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third-Party Services”). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer’s use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses (“Electronic Addresses”) provided by Spectrum (and not through Customer’s domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

a. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

b. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

c. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

6. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

7. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

8. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

9. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

a. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

b. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- 1) The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- 2) To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.

- 3) Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- 4) Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- 5) All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").

a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer.

Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.

b. Content Liability and Use Restrictions. Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service.

If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:

- 1) Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
- 2) Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
- 3) Hosting of unlicensed software.
- 4) Use of software or files that contain computer viruses or files that may harm computers.
- 5) Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
- 6) The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
- 7) Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
- 8) Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
- 9) Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.

c. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.

d. Specification Limitations. Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.

e. Limitation of Spectrum-provided Services. Certain services are not provided by Spectrum as part of the Hosting Service (e.g., Spectrum does not provide nor offer webpage creation, development, design or content services).

f. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.

11. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

12. Cloud Backup Service.

a. Spectrum is not the manufacturer or supplier of any Cloud Backup Service software components. Customer shall be responsible for updating Cloud Backup Service from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Spectrum from any responsibility to ensure that Cloud Backup Service remains operational.

b. Customer understands and acknowledges that (1) it is Customer's sole responsibility to create and retain the Cloud Backup Service password that is necessary for access to any data stored via the Cloud Backup Service and (2) Spectrum has no access to and does not know nor keep any record of the password created by Customer. Failure by Customer to retain Customer's Cloud Backup Service password shall result in complete loss of accessibility to data stored via the Cloud Backup Service.

Attachment F

Managed WiFi Service (“Managed WiFi Service”)

Managed WiFi Service: If Customer elects to receive Managed WiFi Service, Spectrum will provide a managed WiFi solution with wireless access points (“WAPs”) deployed at the designated Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service, or certain features, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion.

Customer’s use of the Managed WiFi Service is subject to the following additional terms and conditions:

1. WiFi Equipment. Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer’s premises at the Service Location(s) identified in the applicable Service Order.
2. Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management (“OOB”). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).
3. Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).
4. Security Limitations. This Service does not include features such as: locked down access for the WAPs, single user name and logins for each WAP, logging, content filtering or intrusion detection systems. All Spectrum-authorized personnel and vendors will have access to log into the WAP devices on site. Spectrum is not responsible for security breaches that occur related to any SSIDs. Spectrum does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic transmitted through use of the Managed WiFi Service to protect Customer’s and any user data. Spectrum can provide a non-broadcast SSID if specified on the WiFi questionnaire.

Attachment G

Software-Defined Wide Area Networking Service (“SD-WAN Service”)

SD-WAN Service: If Customer elects to purchase SD-WAN Service, Spectrum shall provide Customer with one or more SD-WAN customer premises equipment (“CPE”) through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of the SD-WAN Service is subject to the following additional terms and conditions:

1. Internet Connectivity. Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.
2. Virtual Security Service. If Customer elects to receive vSecurity virtual security service (“Virtual Security Service”) in conjunction with the SD-WAN Service, Spectrum will install and configure the Virtual Security Service on Spectrum’s Network for access by Customer through the SD-WAN Service. Spectrum is not the manufacturer or supplier of any software or hardware components of the Virtual Security Service. Spectrum will update the Virtual Security Service from time to time based on manufacturer-provided updates. Virtual Security Service is a “Managed Service” as defined in Attachment C (FIA Service) and is subject to the disclaimers set forth therein.
3. Technical Configuration Questionnaire. Configuration of the SD-WAN Service and Virtual Security Service will be as set forth in the Technical Configuration Questionnaire completed by Customer. Customer agrees that Spectrum is relying on Customer’s configuration information in order to provide the SD-WAN Services and Virtual Security Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum’s reliance on and use of, Customer-provided configuration information.
4. Transmission of Material. Customer shall not transmit or otherwise make available on or via the SD-WAN Service any material (including any message or series of messages) that misappropriates, or violates or infringes in any way upon, the intellectual property or proprietary rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
5. Security Limitations. SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE SD-WAN SERVICES OR VIRTUAL SECURITY SERVICE. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER’S USE OF ANY SD-WAN CPE, SD-WAN SERVICE OR VIRTUAL SECURITY SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum’s sole obligation will be to implement the configuration settings requested by Customer and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.



Verizon Business Group
295 Parkshore Drive
Folsom, CA 95630

Phone 916.779-5686
Fax 916.779-1350

April 16, 2020

County of Riverside
Attn: Monica Rossow, PCS
3450 14th Street, 4th Floor
Riverside, CA 92501

Dear Ms. Rossow:

Subject: CALNET 3, IFB STPD 12-001-A, Request for Individual Case Basis (ICB) for County of Riverside, for Approval

In accordance with IFB STPD 12-001-A, Statement of Work, Appendix C, Section P and Business Requirements, Managed Project Work, Section A.6.2., Verizon requests ICB approval for the County of Riverside. The ICB approval request is for 1.2.2.8.3 MPLS Port, Access and Router Bundled Transport Speeds section.

Scope of Work:

The County of Riverside is requesting to purchase services using the ICB approval process for services to be provided on CALNET 3, 1.2.2.8.3 MPLS Port, Access and Router Bundled Transport Speeds, Off-Net Ethernet Access – 10 Mbps UNI Speed (EAOF0010), Off-Net Ethernet Access - 100 Mbps UNI Speed (EAO0100), and Off-Net Ethernet Access - 1 Gbps UNI Speed (EAOF1000) of the CALNET 3, IFB STPD 12-001-A contract. Verizon will deliver 10 Mbps, 100 Mbps, and 1 Gbps Off-Net Ethernet Access circuits. Verizon will install services to the point of demarcation.

The price and cost element details are indicated in the cost and description section. The referenced product identifiers, EAOF0010, EAOF0100, and EAOF1000, indicated in the cost and description section are presently in IFB STPD 12-001-A, SOW Catalog B, as orderable items, requiring an ICB. This type of service is provided to customers requiring MPLS Ethernet off-net Transport service at the defined rates.

The project will start after receipt of this fully executed ICB.

Cost and Description:

Below are the cost and descriptions of the 10 Mbps, 100 Mbps, and 1 Gbps transport service in this document.

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Under CALNET 3, IFB 12-001-A, Verizon's private MPLS Bundled service provides an alternative to traditional voice, video, and data services. The monthly recurring charge (MRC) includes Off-Net Ethernet Access providing a customer connection to MPLS Port only service (Standard Pricing) and a logical path through the network.

The identification of the 10 Mbps, 100 Mbps and 1 Gbps service under the CALNET 3, IFB 12-001-A contract is as follows:

Requested ICB Services:

Product Name: 1.2.2.8.3 MPLS Port, Access and Router Bundled Transport Speeds
Feature Name: Off-Net Ethernet Access - 10 Mbps UNI Speed; Off-Net Ethernet Access - 100 Mbps UNI Speed; Off-Net Ethernet Access - 1 Gbps UNI Speed
Product ID: EAOF0010; EAOF0100; EAOF1000
Delegation Required: Yes
Required Service: Yes
Unit of Measure: Circuit
Offer Number from Statement of Work (If Applicable):

This ICB special pricing document is available for new requests for service as defined in the "Description of Contract Service(s)" above and is applicable to County of Riverside Government offices, agencies, and departments located within the geographical area known as the County of Riverside. Delivery of these services is subject to facilities availability and Verizon's ability to provide the service at specific individual County locations.

The solution is as follows:

Feature Name	Product ID	NRC Price Per Circuit	MRC Price Per Circuit
Off-Net Ethernet Access - 10 Mbps UNI Speed	EAOF0010	\$0.00	\$585.86
Off-Net Ethernet Access - 100 Mbps UNI Speed	EAOF0100	\$0.00	\$746.87
Off-Net Ethernet Access - 1 Gbps UNI Speed	EAOF1000	\$0.00	\$1,065.30

Pricing does not include taxes and surcharges.

The NRC prices mentioned above includes:

- 10 Mbps Access (Off-Net Type 4) - \$0.00 per circuit
- 100 Mbps Access (Off-Net Type 4) - \$0.00 per circuit
- 1 Gbps Access (Off-Net Type 4) - \$0.00 per circuit

The MRC prices mentioned above includes:

- 10 Mbps Access (Off-Net Type 4) - \$585.86 per circuit

County of Riverside
April 16, 2020
Page 3 of 4

- 100 Mbps Access (Off-Net Type 4) - \$746.87 per circuit
- 1 Gbps Access (Off-Net Type 4) - \$1,065.30 per circuit

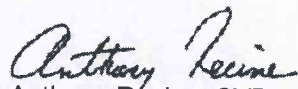
The Administrative Fee is included.

The Project will be managed by Verizon's implementation management team.

Verizon is requesting approval of this ICB for the identified services.

If there are any questions, please let us know.

Sincerely,



Anthony Recine, SVP
Contract Management
Verizon

04/21/2020

Concurrence:

Verizon Business Network Services Inc. (VBNSI) on behalf of and as agent for MCI Communications Services, Inc., MCImetro Access Transmission Services, LLC, Verizon California, Inc., and Verizon Select Services, Inc. (Verizon)

By: Anthony Recine

Print Name: Anthony Recine

Title: SVP

Date Signed: 04/21/2020

Concurrence:

County of Riverside

By: V. M. Perez

Print Name: V. MANUEL PEREZ

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date Signed: JUN 23 2020

FORM APPROVED COUNTY COUNSEL
BY: Susanna N. Oh 4/23/2020
SUSANNA N. OH DATE

ATTEST:

KECIA R. HARPER, Clerk

By: Priscilla Harper
DEPUTY

Concurrence:

Verizon Business Network Services Inc. (VBNSI) on behalf of and as agent for MCI Communications Services, Inc., MCImetro Access Transmission Services, LLC, Verizon California, Inc., and Verizon Select Services, Inc. (Verizon)

By: Anthony Recine

Print Name: Anthony Recine

Title: SVP

Date Signed: 04/21/2020

Concurrence:

County of Riverside

By: _____

Print Name: _____

Title: _____

Date Signed: _____



Verizon Business Group
295 Parkshore Drive
Folsom, CA 95630

Phone 916.779-5686
Fax 916.779-1350

April 16, 2020

County of Riverside
Attn: Monica Rossow, PCS
3450 14th Street, 4th Floor
Riverside, CA 92501

Dear Ms. Rossow:

Subject: CALNET 3, IFB STPD 12-001-A, Request for Individual Case Basis (ICB), County of Riverside, for Approval

In accordance with IFB STPD 12-001-A, Statement of Work, Appendix C, Section P and Business Requirements, Managed Project Work, Section A.6.2., Verizon requests ICB approval for the County of Riverside. The ICB approval request is for 1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport Speeds section.

Scope of Work:

The County of Riverside is requesting to purchase services using the ICB approval process for services to be provided on CALNET 3, 1.2.2.8.7, MPLS Port, Access and Router Bundled Ethernet Off-Net Transport Speeds, MPLS port, access and router Ethernet off-net Transport at minimum line rate of 100 Mbps (MOFT0100), 50 Mbps (MOFT0050), 20 Mbps (MOFT0020), and 10 Mbps (MOFT0010) of the CALNET 3, IFB STPD 12-001-A contract. Verizon will deliver 2 x 100 Mbps, 1 x 50 Mbps, 3 x 20 Mbps, 2 x 10 Mbps PIP Bundle. Verizon will install services to the point of demarcation.

The price and cost element details are indicated in the cost and description section. The referenced product identifiers, MOFT0100, MOFT0050, MOFT0020, MOFT0010, indicated in the cost and description section is presently in IFB STPD 12-001-A, SOW Catalog B, as an orderable item, requiring an ICB. These types of services are provided to customers requiring MPLS Port, Access and Router Bundled Off-Net Transport Speeds at different rates.

The project will start after receipt of this fully executed ICB.

Cost and Description:

Below are the cost and description of the 2 x 100 Mbps, 1 x 50 Mbps, 3 x 20 Mbps, 2 x 10 Mbps Transport services in this document.

Under CALNET 3, IFB 12-001-A, Verizon's private MPLS Bundled service provides an alternative to traditional voice, video, and data services. The monthly recurring charge (MRC) includes the router and management of router, access, MPLS port and full port logical path through the network.

The identification of the 2 x 100 Mbps, 1 x 50 Mbps, 3 x 20 Mbps, 2 x 10 Mbps services under the CALNET 3, IFB 12-001-A contract are as follows:

Requested ICB Services:

Product Name: 1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport speeds

Feature Name: MPLS port, access and router Ethernet off-net Transport service at minimum line rate of 100 Mbps

Product ID: MOFT0100

Delegation Required: Yes

Required Service: Yes

Unit of Measure: Circuit

Offer Number from Statement of Work (If Applicable): N/A

This bundled solution is for the location(s) identified below:

Location(s)	NRC Price Per Circuit	MRC Price Per Circuit
3960 Orange Street, Riverside, CA 92501	\$0.00	\$2,694.44
4080 Lemon Street, Riverside, CA 92501	\$0.00	\$2,694.44

Pricing does not include taxes and surcharges.

The bundled NRC price for the locations mentioned above includes:

Access 100 Mbps (Off-Net Type 4) - \$0.00 each

- 100 Mbps Port - \$0.00 each
- Full Management of medium router - \$0.00 each
- Cisco Router with maintenance - \$0.00 each

Total NRC = \$0.00 each

The bundled MRC price for the locations mentioned above includes:

Access 100 Mbps (Off-Net Type 4) - \$1,298.11 each

- 100 Mbps Port - \$1,168.69 each
- Full Management of Router - \$125.60 each
- Cisco Router with maintenance - \$102.04 each

Total MRC = \$ 2,694.44 each

Product Name: 1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport speeds
Feature Name: MPLS port, access and router Ethernet off-net Transport service at minimum line rate of 50 Mbps
Product ID: MOFT0050
Delegation Required: Yes
Required Service: Yes
Unit of Measure: Circuit
Offer Number from Statement of Work (If Applicable): N/A

This bundled solution is for the location(s) identified below:

Location(s)	NRC Price Per Circuit	MRC Price Per Circuit
880 N. State Street, Hemet, CA 92543	\$0.00	\$2,130.54

Pricing does not include taxes and surcharges.

The bundled NRC price for the location mentioned above includes:

Access 50 Mbps (Off-Net Type 4) - \$0.00

- 50 Mbps Port - \$ 0.00
- Full Management of medium router - \$0.00
- Cisco Router with maintenance - \$0.00

Total NRC = \$0.00

The bundled MRC price for the location mentioned above includes:

Access 50 Mbps (Off-Net Type 4) - \$1,203.81

- 50 Mbps Port - \$699.09
- Full Management of Router - \$125.60
- Cisco Router with maintenance - \$102.04

Total MRC = \$2,130.54

Product Name: 1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport speeds
Feature Name: MPLS port, access and router Ethernet off-net Transport service at minimum line rate of 20 Mbps
Product ID: MOFT0020
Delegation Required: Yes
Required Service: Yes
Unit of Measure: Circuit
Offer Number from Statement of Work (If Applicable): N/A

This bundled solution is for the location(s) identified below:

Location(s)	NRC Price Per Circuit	MRC Price Per Circuit
26520 Cactus Avenue, Moreno Valley, CA 92555	\$ 0.00	\$1,437.87
30755 Auld Road, Murrieta, CA 92563	\$ 0.00	\$1,437.87
82695 Dr. Carreon Blvd., Indio, CA 92201	\$ 0.00	\$1,437.87

Pricing does not include taxes and surcharges.

The bundled NRC price for the locations mentioned above includes:

Access 20 Mbps (Off-Net Type 4) - \$0.00 each

- 20 Mbps Port - \$0.00 each
- Full Management of medium router - \$0.00 each
- Cisco Router with maintenance - \$0.00 each

Total NRC = \$0.00 each

The bundled MRC price for the locations mentioned above includes:

Access 20 Mbps (Off-Net Type 4) - \$844.68 each

- 20 Mbps Port - \$426.55 each
- Full Management of Router - \$125.60 each
- Cisco Router with maintenance - \$41.04 each

Total MRC = \$1,437.87 each

Product Name: 1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport speeds
Feature Name: MPLS port, access and router Ethernet off-net Transport service at minimum line rate of 10 Mbps
Product ID: MOFT0010
Delegation Required: Yes
Required Service: Yes
Unit of Measure: Circuit
Offer Number from Statement of Work (If Applicable): N/A

This bundled solution is for the location(s) identified below:

Location(s)	NRC Price Per Circuit	MRC Price Per Circuit
260 N Spring Street, Blythe, CA 92225	\$0.00	\$942.26
210 W San Jacinto Avenue, Perris CA 92570	\$0.00	\$942.26

Pricing does not include taxes and surcharges.

The bundled NRC price for the locations mentioned above includes:

Access 10 Mbps (Off-Net Type 4) - \$0.00 each

- 10 Mbps Port - \$ 0.00 each
- Full Management of medium router - \$0.00 each
- Cisco Router with maintenance - \$0.00 each

Total NRC = \$0.00 each

The bundled MRC price for the locations mentioned above includes:

Access 10 Mbps (Off-Net Type 4) - \$ 531.67 each

- 10 Mbps Port - \$243.95 each
- Full Management of Router - \$125.60 each
- Cisco Router with maintenance - \$41.04 each

Total MRC = \$942.26 each

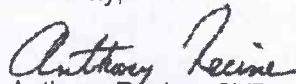
County of Riverside
April 16, 2020
Page 6 of 7

The project will be managed by Verizon's implementation management team.

Verizon is requesting approval of this ICB for the identified services.

If there are any questions, please let us know.

Sincerely,



Anthony Recine, SVP
Contract Management
Verizon
04/21/2020

Concurrence:

Verizon Business Network Services Inc. (VBNSI) on behalf of and as agent for MCI Communications Services, Inc., MCImetro Access Transmission Services, LLC, Verizon California, Inc., and Verizon Select Services, Inc. (Verizon)

By: 

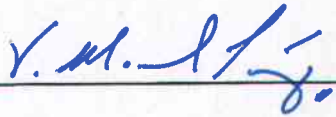
Print Name: Anthony Recine

Title: SVP

Date Signed: 04/21/2020

Concurrence:

County of Riverside

By: 

Print Name: V. MANUEL PEREZ

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date Signed: JUN 23 2020

FORM APPROVED COUNTY COUNSEL

BY:  4/23/2020
SUSANNA N. OH DATE

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

Concurrence:

Verizon Business Network Services Inc. (VBNSI) on behalf of and as agent for MCI Communications Services, Inc., MCI metro Access Transmission Services, LLC, Verizon California, Inc., and Verizon Select Services, Inc. (Verizon)

Concurrence:

County of Riverside

By: Anthony Recine

By: _____

Print Name: Anthony Recine

Print Name: _____

Title: SVP

Title: _____

Date Signed: 04/21/2020

Date Signed: _____

CALNET 3 STATEWIDE CONTRACT

(IFB STPD 12-001-A, C3-A-13-02-TS-08), SUBCATEGORY (s) 1.2.2.8.2, 1.2.2.8.3, 1.2.8.5

INDIVIDUAL PRICE REDUCTION NOTIFICATION

The State of California ("State") and Verizon Business Network Services Inc. (VBNSI) on behalf of and as agent for MCI Communications Services, Inc., MCImetro Access Transmission Services, LLC, Verizon California, Inc., and Verizon Select Services, Inc. ("Verizon" or "Contractor", CALNET 3 Statewide Contract IFB STPD 12-001-A, C3-A-13-02-TS-08) have entered into CALNET 3 Statewide Contract (IFB STPD 12-001-A, C3-A-13-02-TS-08) ("Contract") for Subcategory 1.2.2.8.2 MPLS Port and Access Bundled Transport Speeds, 1.2.2.8.3 MPLS Port, Access and Router Bundled Transport Speeds, and 1.2.5.8 SIP Calling Rates dated November 15, 2013. All terms and conditions (including Definitions) set forth in the Contract are incorporated herein by reference.

This Individual Price Reduction Notification (IPRN) document provides notice to the California Department of Technology ("CDT"), CALNET Program of the Service(s), location(s) and Individual Price Reduction (IPR) Service rate(s) offered by Contractor for the listed Agency as specified below. The IPR Service rate(s) specified below shall become effective upon approval of this IPRN by CALNET Program, unless otherwise noted in this IPRN document, subject to the conditions provided in the Contract (see IFB Section A.7 Individual Pricing Reductions (IPR) and Statement of Work, Appendix C Special Terms and Conditions – Telecommunications, Section N of the referenced Contract) and herein below:

County of Riverside ("Agency") desires to purchase and the Contractor agrees to provide the following Service(s) available pursuant to Subcategory (s) 1.2.2.8.2, 1.2.2.8.3, and 1.2.8.5 at the location(s) and reduced rate(s) set forth below:

Description of Contract Service(s): 1.2.2.8.2 MPLS Port and Access Bundled Transport Speeds, 1.2.2.8.3 MPLS Port, Access and Router Bundled Transport Speeds, and 1.2.5.8 SIP Calling Rates

IPR Service rate(s):

1.2.2.8.2 MPLS Port and Access Bundled Transport Speeds

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
MPLS Transport NxDS1 Port and Access service at minimum line rate of 3.088 Mbps	MNDP0003	\$200.00	\$0.00	\$706.39	\$706.39

1.2.2.8.3 MPLS Port, Access and Router Bundled Transport Speeds

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
MPLS EF Gold CAR at 8 Kbps	CRGD0008	\$0.00	\$0.00	\$20.65	\$7.18
MPLS EF Gold CAR at 16 Kbps	CRGD0016	\$0.00	\$0.00	\$20.65	\$7.18
MPLS EF Gold CAR at 32 Kbps	CRGD0032	\$0.00	\$0.00	\$20.65	\$7.18
MPLS EF Gold CAR at 128 Kbps	CRGD0128	\$0.00	\$0.00	\$20.65	\$7.18
MPLS EF Gold CAR at 256 Kbps	CRGD0256	\$0.00	\$0.00	\$23.83	\$9.53
MPLS EF Gold CAR at 384 Kbps	CRGD0384	\$0.00	\$0.00	\$23.83	\$9.53
MPLS EF Gold CAR at 512 Kbps	CRGD0512	\$0.00	\$0.00	\$23.83	\$9.53
MPLS EF Gold CAR at 768 Kbps	CRGD0768	\$0.00	\$0.00	\$23.83	\$9.53

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
MPLS EF Gold CAR at 1.024 Mbps	CRGD1024	\$0.00	\$0.00	\$23.83	\$9.53
MPLS EF Gold CAR at 1.536 Mbps	CRGD1536	\$0.00	\$0.00	\$23.83	\$9.53
MPLS EF Gold CAR at 2 Mbps	CRGD0002	\$0.00	\$0.00	\$202.18	\$26.96
MPLS EF Gold CAR at 3 Mbps	CRGD0003	\$0.00	\$0.00	\$202.18	\$26.96
MPLS EF Gold CAR at 3.5 Mbps	CRGE0003	\$0.00	\$0.00	\$337.48	\$45.00
MPLS EF Gold CAR at 4.096 Mbps	CRGD0004	\$0.00	\$0.00	\$337.48	\$45.00
MPLS EF Gold CAR at 5 Mbps	CRGD0005	\$0.00	\$0.00	\$539.66	\$71.96
MPLS EF Gold CAR at 7.2 Mbps	CRGD0007	\$0.00	\$0.00	\$539.66	\$71.96
MPLS EF Gold CAR at 9.216 Mbps	CRGD0009	\$0.00	\$0.00	\$539.66	\$71.96
MPLS EF Gold CAR at 10 Mbps	CRGD0010	\$0.00	\$0.00	\$844.09	\$90.04
MPLS EF Gold CAR at 13.488 Mbps	CRGD0013	\$0.00	\$0.00	\$1,519.05	\$162.03
MPLS EF Gold CAR at 15.360 Mbps	CRGD1560	\$0.00	\$0.00	\$1,519.05	\$162.03
MPLS EF Gold CAR at 17.808 Mbps	CRGD0017	\$0.00	\$0.00	\$1,519.05	\$162.03

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
MPLS EF Gold CAR at 18.432 Mbps	CRGD1843	\$0.00	\$0.00	\$1,519.05	\$162.03
MPLS EF Gold CAR at 20 Mbps	CRGD0020	\$0.00	\$0.00	\$1,519.05	\$162.03
MPLS EF Gold CAR at 24.576 Mbps	CRGD2457	\$0.00	\$0.00	\$2,194.01	\$234.03
MPLS EF Gold CAR at 30 Mbps	CRGD0030	\$0.00	\$0.00	\$2,194.01	\$234.03
MPLS EF Gold CAR at 40 Mbps	CRGD0040	\$0.00	\$0.00	\$2,531.49	\$270.03
MPLS EF Gold CAR at 44.992 Mbps	CRGD0044	\$0.00	\$0.00	\$2,531.49	\$270.03
MPLS EF Gold CAR at 50 Mbps	CRGD0050	\$0.00	\$0.00	\$4,049.78	\$431.98
MPLS EF Gold CAR at 90 Mbps	CRGD0090	\$0.00	\$0.00	\$4,049.78	\$431.98
MPLS EF Gold CAR at 110.500 Mbps	CRGD0110	\$0.00	\$0.00	\$7,424.59	\$791.96
MPLS EF Gold CAR at 139.936 Mbps	CRGD0139	\$0.00	\$0.00	\$7,424.59	\$791.96
MPLS EF Gold CAR at 180 Mbps	CRGD0180	\$0.00	\$0.00	\$7,424.59	\$791.96
MPLS EF Gold CAR at 248.8 Mbps	CRGD0248	\$0.00	\$0.00	\$11,474.36	\$1,223.93

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
MPLS EF Gold CAR at 450 Mbps	CRGD0450	\$0.00	\$0.00	\$20,248.88	\$2,159.88
MPLS EF Gold CAR at 700 Mbps	CRGD0700	\$0.00	\$0.00	\$33,073.16	\$3,527.80
MPLS EF Gold CAR at 900 Mbps	CRGD0900	\$0.00	\$0.00	\$40,160.27	\$4,283.76

1.2.5.8 SIP Calling Rates

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
SIP Calling Pan A	SIPA0000	\$0.00	\$0.00	\$17.938	\$9.500
VoIP BEST Feature	IPTB0000	\$0.00	\$0.00	\$5.64	\$4.08

*Monthly recurring rates include administrative fee.

Location(s) (service address(es)) where reduced rate(s) apply:

This IPR special pricing document is available for new requests for service as defined in the "Description of Contract Service(s)" above and is applicable to County of Riverside Government offices, agencies, and departments located within the geographical area known as the County of Riverside. Delivery of these services is subject to facilities availability and Verizon's ability to provide the service at specific individual County locations.

Requested effective date of rate reduction(s):

The rate(s) shall become effective upon approval of this IPRN.

Expiration date: CALNET 3 Term.

Termination liability: Standard IPR

Use additional pages as necessary and attach to the IPRN document.

Set forth below are Contract provisions that apply to the IPR process:

A.7 INDIVIDUAL PRICING REDUCTIONS (IPR)

A.7.1 IPR GENERAL PROVISIONS

Contractor may enter into price negotiations with CALNET 3 Customers. These price negotiations allow Contractor to reduce prices: a) on one (1) or more service(s); b) for one (1) or more Customers at a time; and/or c) by geographic area or location(s). CALNET 3 allows for three (3) different Individual Price Reduction (IPR) scenarios: Standard IPR, Duration IPR, and Non-Exemption IPR.

The following general provisions apply to all IPRs:

1. Contractor shall submit to CALNET 3 CMO an electronic copy of an MS Excel document consisting of an analysis of current Contract pricing and proposed IPR pricing;
2. The following information and the data fields shall appear as columns on the MS Excel document in the order specified below:
 - a. Category;
 - b. Subcategory;
 - c. Feature Name;
 - d. Product Identifier;

- e. Customer NRC;
 - f. Proposed IPR Customer NRC;
 - g. IPR Percentage Discount for NRC;
 - h. Customer MRC;
 - i. Proposed IPR Customer MRC;
 - j. IPR Percentage Discount for MRC;
 - k. Term IPR Y/N;
 - l. Term IPR Competitor's Price NRC; and,
 - m. Term IPR Competitor's Price MRC.
3. CALNET 3 CMO has final approval authority for all IPRs. An IPR shall not be implemented until approved in writing by CALNET 3 CMO. An IPR becomes effective on the date that it is approved by CALNET 3 CMO, unless otherwise noted for a future date in the IPR Notification (IPRN) document;
 4. Within ten (10) Business Days of a Customer's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the CALNET 3 CMO for written approval;
 5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in Section A.5.8 (Service Taxes, Fees, Surcharges, and Surcredits) and SOW Appendix C, Special Terms and Conditions - Telecommunications, Section T (Service Taxes, Fees, Surcharges, and Surcredits);
 6. Once an IPRN is approved by CALNET 3 CMO, Contractor shall not cancel or increase pricing for any service listed in the IPRN;
 7. All IPRs shall be subject to examination and audit pursuant to PMAC General Provisions – Telecommunications, Section 44 (Examination and Audit);
 8. The IPRN and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act; and,
 9. Implementation of an approved IPR does not require reduction of Contracted rate(s) for service(s), pursuant to SOW Appendix C, Special Terms and Conditions – Telecommunications, Section I (“Most Favored Nation”) Status of State, and PMAC General Provisions – Telecommunications, Section 30 (Additional Rights). However, if Contracted rate(s) are reduced below the IPR rate(s) for such service(s), the reduced Contracted rate(s) shall automatically apply to

the IPR, but the term commitments shall remain in place for Duration IPRs and Non-Exempt IPRs.

A.7.2 STANDARD IPRs

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one (1) or more Contracted service prices for a Customer for the Term of the Contract;
2. IPRs shall be for reduced service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
3. Customer may cancel any or all services(s) subject to the Standard IPR without penalty; and,
4. The Standard IPR Service rate(s) shall continue in effect from the date of IPR approval by CALNET 3 CMO through the remainder of the Term of the Contract unless terminated earlier by Customer or CALNET 3 CMO in accordance with the terms and conditions of the Contract, or if IFB STPD 12-001-A Section A.7.1 (IPR General Provisions) #8 applies.

A.7.3 DURATION IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require term commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. Duration IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Duration IPR shall not exceed the Term of the awarded IFB STPD 12 001 A Contract; and,
5. In the event that a Customer elects to terminate Service(s) subject to Duration IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Duration IPR rate multiplied by the number of months the service was used under the Duration IPR; b) 10% of the original Contract Rate multiplied by the number of months used under the Duration IPR; and c) any

unrecovered nonrecurring charges owed to Contractor on the date of termination.

A.7.4 NON-EXEMPTION IPRs

The following provisions apply to Non-Exemption IPRs:

1. In response to non CALNET 3 Contracted vendors' proposals presented to Customers, and in accordance with the CALNET 3 CMO exemption process, CALNET 3 Contractors shall be given the opportunity to provide individual price reductions that require term commitments;
2. A minimum of three (3) CALNET 3 Contractors, unless otherwise directed by CALNET 3 CMO, shall be given the opportunity to respond. Contractors may be selected at the discretion of the Customer or under the direction of the CALNET 3 CMO;
3. IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Non-Exemption IPR shall not exceed the term of the Contract;
5. The Contractor shall provide a completed Non-Exemption IPR response to the Customer or CALNET 3 CMO within fifteen (15) Business Days of the Customer's or CALNET 3 CMO's Non-Exemption IPR request to the Contractor. If the Contractor's response is to not provide a Non-Exemption IPR, the Contractor must submit a formal declaration stating the Contractor will not provide a Non-Exemption IPR; and,
6. In the event that a Customer elects to terminate service(s) subject to Non-Exemption IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Non-Exemption IPR rate multiplied by the number of months the service was used under the Non-Exemption IPR; b) plus, 10% of the original Contract Rate multiplied by the number of months used under the Non-Exemption IPR; and c) and any unrecovered nonrecurring charges owed to Contractor on the date of termination.

The undersigned Agency, upon execution of this IPRN, certifies that it has received, reviewed and concurs to the proposed rate (s) applicable to the Service(s) described herein above.

Verizon Business Network Services Inc.
(VBNSI) on behalf of and as agent for
MCI Communications Services, Inc.,
MCImetro Access Transmission
Services, LLC, Verizon California, Inc.,
and Verizon Select Services, Inc.
Subcategory 1.2.2.8.2, 1.2.2.8.3, 1.2.8.5

County of Riverside

(Agency)

Signed: Anthony Recine

Signed: V. Manuel Perez

Print Name: Anthony Recine

Print Name: V. MANUEL PEREZ

Title: SVP

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date Signed: 04/21/2020

Date Signed: JUN 23 2020

FORM APPROVED COUNTY COUNSEL

BY: Susanna N. Oh 4/23/2020
DATE

Approved Denied (Check appropriate response.)

California Department of Technology (CDT)
CALNET Program

ATTEST:
KECIA R. HARPER, Clerk
By Miscella Ross
DEPUTY

Signed: _____

Print Name: Kari Dowell

Title: CALNET Program Manager

Date Signed: _____

The undersigned Agency, upon execution of this IPRN, certifies that it has received, reviewed and concurs to the proposed rate (s) applicable to the Service(s) described herein above.

Verizon Business Network Services Inc.
(VBNSI) on behalf of and as agent for
MCI Communications Services, Inc.,
MCImetro Access Transmission
Services, LLC, Verizon California, Inc.,
and Verizon Select Services, Inc.
Subcategory 1.2.2.8.2, 1.2.2.8.3, 1.2.8.5 County of Riverside

(Agency)

Signed: Anthony Recine

Signed: _____

Print Name: Anthony Recine

Print Name: _____

Title: SVP

Title: _____

Date Signed: 04/21/2020

Date Signed: _____

Approved Denied (Check appropriate response.)

California Department of Technology (CDT)
CALNET Program

Signed: _____

Print Name: Kari Dowell

Title: CALNET Program Manager

Date Signed: _____

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

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **COUNTY OF RIVERSIDE** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on July 1, 2020 and expire June 30, 2025 ("Initial Term"), unless earlier terminated in accordance with the Agreement ("Term").

2. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Domestic CenturyLink IQ[®] Networking Service Exhibit**
- **Local Access Service Exhibit**
- **E-Line Service Exhibit**
- **Rental CPE Service Exhibit**
- **CenturyLink[®] Dynamic Connections Service Schedule**
- **Domestic Voice Service Exhibit**
- **CenturyLink[®] Hosted VoIP and CenturyLink IQ[®] SIP Trunk Service Exhibit**
- **Level 3[®] Internet Services**
- **LEVEL 3[®] Distributed Denial of Service Mitigation Service Schedule**
- **Level 3[®] Enterprise Voice SIP Based Services**
- **Level 3[®] Enterprise Voice TDM Based Services**
- **LEVEL 3[®] Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease) Service Schedule**
- **Level 3[®] MPLS (IPVPN and VPLS) VPN Service**
- **Level 3[®] Network Protection Service**
- **Level 3[®] Private Line Service (Lease) Service Schedule**

3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. **Billing and Payment.**

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

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

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

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

4.4 Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

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

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

(a) **Termination for Convenience.** Either party may terminate this Agreement or an Order without cause upon thirty (30) days written notice served upon the other party stating the extent and effective date of termination. In the event Customer terminates pursuant to this Section, Customer will remit all amounts due through the date of termination and amounts due under Sections (d) or (e) below.

(b) **Termination for Material Default.** Either party may, upon thirty (30) days written notice, terminate this Order for the non-terminating party's material default, if the other party does not cure such failure within thirty (30) business days receipt of receipt notice of any such material default, and Customer will not be responsible for any amounts due under Sections (d) or (e) with respect to those Services terminated for failure to cure the material default.

(c) **Termination for dishonesty or willful breach.** Either party's rights and obligations under this Order shall terminate (except for obligations to remit to CenturyLink fees accrued prior to the date of termination) upon dishonesty, or a willful breach of this Agreement.

(c) **(d) Order Cancellation.** 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" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(e) **Cancellation after Connection Notice.** 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.

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

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

6. Liabilities and Service Levels.

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

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

6.3 Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment.

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

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, 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 Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

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

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

9. General Terms.

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

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that

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

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. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

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

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel. All notices to Customer will be delivered to Customer by U.S. Postal Service, postage prepaid at the following address: [RIVERSIDE COUNTY INFORMATION TECHNOLOGY ATTENTION ACCOUNTS PAYABLE 3450 14TH STREET RIVERSIDE CA 92501].

9.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

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

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

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies

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

require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 International Services. 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

CENTURYLINK COMMUNICATIONS, LLC

COUNTY OF RIVERSIDE

Carol M. Edwards

Authorized Signature

V. Manuel Perez

Authorized Signature

Carol Edwards

Name Typed or Printed

V. MANUEL PEREZ

Name Typed or Printed

SR. Relationship Manager

Title

CHAIRMAN, BOARD OF SUPERVISORS

Title

5-20-2020

Date

JUN 23 2020

Date

Customer's Address for Notice:
Customer's facsimile number (if applicable):
Person designated for notices:

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: *Susanna Oh*
Susanna Oh
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: *KeCIA R. Harper*
DEPUTY

Domestic CenturyLink IQ® Networking Service Exhibit

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

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

2. Service.

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

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

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

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

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

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

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

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

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

Domestic CenturyLink IQ® Networking Service Exhibit

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

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

(e) **Customer Responsibilities.**

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

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

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

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

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

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

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

Domestic CenturyLink IQ® Networking Service Exhibit

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

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

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

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

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

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

4.1 Pricing Methodologies.

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

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

Domestic CenturyLink IQ® Networking Service Exhibit

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

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

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

5. Term; Cancellation.

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

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

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

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

5.3 Waiver of Cancellation Charges.

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

Domestic CenturyLink IQ® Networking Service Exhibit

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

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

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

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

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

10. Other Terms.

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

10.2 **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.

10.3 **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.

10.4 **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.

10.5 **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

Domestic CenturyLink IQ® Networking Service Exhibit

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.

10.6 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.

10.7 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 <https://www.centurylink.com/taxes>.

Domestic CenturyLink IQ® Networking Service Exhibit

PRICING ATTACHMENT

1. Pricing

1.1 Network Management Service MRCs.

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

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

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

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

1.2 CenturyLink IQ Networking Features.

(a) VPN Extensions.

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

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

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

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

Domestic CenturyLink IQ® Networking Service Exhibit

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
COUNTY OF RIVERSIDE ("Customer")
and

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

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

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

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

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

Customer Company Name

V. Manuel Perez

Authorized Signature of Customer

V. MANUEL PEREZ

Print or Type Name

CHAIRMAN, BOARD OF SUPERVISORS

Title

JUN 23 2020

Date

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: *Susanna Oh*

Susanna Oh
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: *Kecia R. Harper*
DEPUTY

LOCAL ACCESS SERVICE EXHIBIT

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

2. Service Description and Availability.

2.1 **Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. 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 specific "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 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.

LOCAL ACCESS SERVICE EXHIBIT

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 a quote or Order 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. 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) Extended Wiring. "Extended Wiring" means additional wiring from the demarcation point to Customer's network interface equipment, where available. Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer.

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

LOCAL ACCESS SERVICE EXHIBIT

(d) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the 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.

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

5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the quote or Order for Service issued by CenturyLink ("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 set forth in in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the

LOCAL ACCESS SERVICE EXHIBIT

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 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 EXHIBIT

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

“CenturyLink Domestic Network” means the CenturyLink network located within the contiguous U.S., 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.

**CENTURYLINK® E-LINE SERVICE
SERVICE EXHIBIT**

1. General. This Service Exhibit is applicable only where Customer orders CenturyLink E-Line Service ("E-Line" or the "Service"). It incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink provides services to Customer and includes the RSS and CenturyLink Local Access Service Exhibit (the "Agreement"). Service is provided by CenturyLink Communications, LLC. CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit.

2. Service Description and Availability.

2.1 Description. Service is an Ethernet over wavelength solution with metro and long-haul Ethernet private line transport applications. Service offers point-to-point private line service at bandwidth speeds of: 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps (or 1 Gbps). E-Line Multiple EVC service ("Multiplexing") is offered as a feature of the Service where Customer may order Multiplexing originating from the same city ("Hub Market") and terminate in different E-line markets (E-Line long haul services) or multiple locations within the same Hub Market (E-Line metro services). Multiplexing will be handed off to Customer on a single port using a single Local Access in the Hub Market. Customer may order up to 10 E-Lines using a 100 Mbps Local Access at the hub or up to 20 E-Lines using a 1000 Mbps Local Access at the hub. Service extends to and includes the network equipment maintained by CenturyLink at the designated interface demarcation points located at the CenturyLink points of presence ("POPs").

2.2 Associated Local Access. Customer is required to have the CenturyLink Local Access Service Exhibit that includes compatible Ethernet Local Access in conjunction with this Service Exhibit. The Local Access provides the physical connection between the Service's termination point at the CenturyLink POPs located on the CenturyLink Domestic Network and the termination point of the Local Access at Customer's service address.

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

3. Ordering. Upon acceptance of an order for Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit. If CenturyLink fails to make the Service available within 60 calendar days after the Estimated Availability Date with respect to such Service, Customer's exclusive remedy is limited to canceling the order for Service by giving CenturyLink 10 days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, that Customer will reimburse CenturyLink for any third-party charges incurred by CenturyLink as a result of its efforts to install the Service. Unless otherwise agreed to by CenturyLink in writing, Customer is responsible for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under this Service Exhibit.

4. Charges. Customer will pay the rates set forth in the attached pricing attachment, RSS, or a valid signed CenturyLink issued quote or Order Form. The rates before application of any discounts will be used to calculate Contributory Charges. For E-Line metro service only, the rates for the Local Access Service are presented with the E-Line rates. For E-Line long haul service, the rates for Local Access Service are separately presented in the Local Access Service Exhibit. Construction charges apply if special construction is required to install the Service or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled and the Cancellation Charge does not apply.

5. Term; Cancellation. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the pricing attachment ("Initial Service Term"). The Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, the Service will automatically renew on a month-to-month basis ("Renewal Service Term"), unless either party elects to cancel the Service by providing 30 days prior written notice of such cancellation to the other party. CenturyLink reserves the right to change rates for an individual Service at any time after its Initial Service Term to CenturyLink's then-current month-to-month or standard pricing. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of the Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months. Upon cancellation of a Service, Customer will remain liable for: (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges) and (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term.

6. SLA. Service is subject to the CenturyLink E-Line Service Level Agreement ("SLA") located at <http://www.centurylink.com/legal/sla.html>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

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

**CENTURYLINK® E-LINE SERVICE
SERVICE EXHIBIT**

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

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

8. Other Terms.

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

8.2. 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).

8.3 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.

8.4 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.

8.5 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.

8.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. “RSS” means CenturyLink’s Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf.

**CENTURYLINK MASTER SERVICE AGREEMENT
RENTAL CPE SERVICE EXHIBIT**

1. **General; Definitions.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any CenturyLink bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

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

3. **Ownership and Use.** Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

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

5. **Insurance.** Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

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

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

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

6. **Charges.** The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

7. **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

**CENTURYLINK MASTER SERVICE AGREEMENT
RENTAL CPE SERVICE EXHIBIT**

responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

8. Term. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

9. Installation, Maintenance and Safety Compliance. Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

10. 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: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

11. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

12. Other Terms.

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

12.2 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 an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable CPE Term, then 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. 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).

12.3 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.

12.4 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

**CENTURYLINK MASTER SERVICE AGREEMENT
RENTAL CPE SERVICE EXHIBIT**

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.

12.5 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**CENTURYLINK MASTER SERVICE AGREEMENT
DYNAMIC CONNECTIONS SERVICE SCHEDULE**

1. General. This Service Schedule is applicable where Customer orders CenturyLink Dynamic Connections- Ethernet service ("Service"). and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink 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.

2. 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.

"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 CenturyLink-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 CenturyLink 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 CenturyLink 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.

3. Service Description.

3.1 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. CenturyLink 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.

3.2 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).

3.3 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 CenturyLink, 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 CenturyLink 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. CenturyLink is not responsible for the technical interoperation of the Provider's services with the Hosted Port or Dedicated Port. CenturyLink may terminate the Service(s) without liability if CenturyLink loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

3.4 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 CenturyLink. CenturyLink is not a representative or

**CENTURYLINK MASTER SERVICE AGREEMENT
DYNAMIC CONNECTIONS SERVICE SCHEDULE**

agent of Provider, nor is CenturyLink responsible for Provider's performance of its obligations to Customer, or for Provider's acts or omissions. CenturyLink 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.

3.5 CenturyLink 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 CenturyLink in a manner which interferes with CenturyLink's ability to provide the Service(s) or to do so at the existing price. CenturyLink may terminate Customer's Service upon reasonable notice if CenturyLink exercises a right to terminate the Provider's service for any reason. CenturyLink 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).

3.6 Customer is subject to the then current: (i) available bandwidths, (ii) rates, (iii) charges, and (iv) CenturyLink® 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 CenturyLink provides to Customer, regardless of whether Customer is utilizing the aforementioned Portal or the API/UI Service as the Portal in connection with the Service.

4. Service Requests.

4.1 To acquire the capability to access the Service, Customer must place an Order. If CenturyLink 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 CenturyLink 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 CenturyLink to suspend any Password or User ID that has been compromised. Any information provided by CenturyLink through the Portal is deemed "Confidential" and Customer may not disclose such information to third parties.

4.2 The Hosted Port or Dedicated Port that will be located on each end of a Service must be pre-qualified by CenturyLink 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) CenturyLink 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 CenturyLink 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 CenturyLink 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.

5. Charges and Commencement of Billing. Customer will be billed 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-ratio 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.

6. Data and Information.

6.1 Notification to Authorized Users. Customer acknowledges that, by virtue of providing the Service, CenturyLink, 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 CenturyLink 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 CenturyLink for the purposes of allowing CenturyLink to provide the Service and that the Authorized User's use of the Service may be monitored, screened and/or logged by Customer or CenturyLink on Customer's behalf.

6.2 Indemnification. Customer will indemnify CenturyLink and its affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with Section 6 and for any violations of applicable laws in connection with its use of the Service.

6.3 In the event Customer and CenturyLink have entered into a data processing agreement whereby CenturyLink 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 CenturyLink 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 CenturyLink's and its affiliates' or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone

**CENTURYLINK MASTER SERVICE AGREEMENT
DYNAMIC CONNECTIONS SERVICE SCHEDULE**

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 CenturyLink 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 CenturyLink will enter into separate written agreements required to facilitate necessary cross-border transfers. Customer will be responsible for notifying CenturyLink whether such written agreements are required.

(b) Personal Data Processing. Customer acknowledges that, by virtue of providing the Service, CenturyLink, its affiliates, vendors and/or agents may come into possession of, by way of example and not limitation, usage, billing, or other data containing personal and/or private information of Customer, its employees and Authorized Users. Customer is the “data controller” and CenturyLink will be acting as a “data processor” (such terms defined under applicable law). Customer acknowledges that any processing of such information by CenturyLink, its affiliates, vendors or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the 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 herein. To the extent legally required, Customer and CenturyLink 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 CenturyLink whether such written agreements are required.

7. Service Levels.

7.1 Availability Service Level and Service Credit. If Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a Service credit off of the BCC for the billing cycle in which the Unavailability occurred for the affected Service based on the cumulative Unavailability of the Service in the same monthly billing cycle as set forth below:

Cumulative Unavailability (hrs;min;sec)	Service Level Credit (% of BCC)
00:00:01 - 00:00:26 (99.999%)	No Credit
00:00:27 - 00:30:00	10%
00:30:01— 04:00:00	30%
04:00.01+	50%

7.2 Data Delivery, Latency, and Jitter Service Levels and Service Credit.

(a) Service Levels. CenturyLink’s service levels are set forth below. The Pop to Pop service levels are based on monthly average performance between nodes on CenturyLink’s applicable Ethernet network. Customer will be entitled to a Service credit (as set forth in Table C below) off of the BCC for the billing cycle in which the Measurement Parameter(s) were not met at an affected Service location for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter Parameters for the affected Service where such failure is related to Unavailability under Section 7.1 above. Service may not be available between City Pairs in Appendix 1 or to the locations in the Description column of Table B.

Table A: Pop to PoP*

SLA Boundary	Measurement Parameter	Class of Service Basic/ Low (e.g. Default/Bulk Data)
Intra US	Average Packet Delivery	99.90%
	Average Two-Way Latency	45 ms
	Jitter (one-way)	N/A
Intra EU and EU -US	Average Packet Delivery	99.90%
	Average Two-Way Latency	City Pair
	Jitter (one-way)	N/A
Rest of World	Average Packet Delivery	99.50%

**CENTURYLINK MASTER SERVICE AGREEMENT
DYNAMIC CONNECTIONS SERVICE SCHEDULE**

	Average Two-Way Latency	City Pair
	Jitter (one-way)	N/A

*The PoP to PoP service levels are based on monthly average performance between nodes on CenturyLink’s applicable network.

Appendix 1 to this Service Schedule sets forth the “City Pair” Average Round Trip Latency. Appendix 1 is available upon request. For city pairs that are not listed in Appendix 1: the following regional metrics apply per Table B.

Table B: Regional Latency

Description	Average Roundtrip Latency (milliseconds)
Trans-Atlantic (London/Amsterdam – New York)	<95 ms
Intra-United Kingdom	<25 ms
European network	<45 ms
North American Network *	<65 ms
Pacific (Tokyo – Sacramento, CA)	<150 ms
Sydney – US West (Sacramento, CA)	<270 ms
Sydney – Asia (Tokyo)	<200 ms
Asia – US West (Sacramento, CA)	<210 ms
South America (Buenos Aires, Sao Paolo, Panama City, Santiago, and Miami)	<170 ms
Intra-Asia **	<140 ms
Intra-India (Tier I PoPs)***	<70 ms
Intra-India (Tier II PoPs)***	<150 ms
Hong Kong – India (Tier I PoPs)	<140 ms
London – India (Tier I PoPs)	<190 ms
New York – South Africa	<295 ms
London – South Africa	<230 ms
Intra-South Africa	<80 ms

* Add 90ms from/to the Mexico PoP

** ‘Intra-Asia’ is defined as: Hong Kong, Kuala Lumpur, Manila, Jakarta, Taipei, Tokyo, Seoul and Singapore; excluding Australia

*** India Tier I cities are: Delhi, Mumbai, Chennai, Bangalore, Hyderabad, Gurgaon, Pune and Cochin. All others are Tier II

(b) **Service Credits.** Table C sets out the Service credits available to Customer in connection with the Data Delivery, Latency, and Jitter service levels.

Table C: Service Level Credits – Data Delivery, Latency and Jitter

Billing Cycle Service Parameter	Service Level Credit
Data Delivery	10%
Latency	10%
Jitter	10%

7.3 The 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. In no event will the credits in any billing cycle exceed 100% of the BCC for the billing cycle in which the Unavailability occurred for the affected Service based on the cumulative Unavailability of the Service in the same billing cycle. All approved credits for a given billing cycle will be totaled and applied to Customer’s next following invoice for the Service or as promptly thereafter as is practical. Credits must be requested within 30 calendar days of the end of the billing cycle in which entitlement to credit arose.

8. **International Services.** 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**CENTURYLINK MASTER SERVICE AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

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

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

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

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

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

2. Service.

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

**CENTURYLINK MASTER SERVICE AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

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

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

3. Compliance.

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

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

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

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

**CENTURYLINK MASTER SERVICE AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC.

5. Other Terms.

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

5.2. 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 an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause, then Customer will pay 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 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).

5.3 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.

5.4 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.

5.5 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.

5.6 Acceptable Use Policy and Use of Service. CenturyLink may also terminate the Domestic IP Voice Service for Cause under this Section where Customer's use of the Domestic IP Voice Service: (a) is contrary to the AUP, (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.

5.7 Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, and (c) violates the use of Service terms or compliance terms applicable to the Service. "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).

**CENTURYLINK MASTER SERVICE AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

5.8 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.

5.9 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS. "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>.

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

1. **General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® Hosted VoIP (“Hosted VoIP”) and CenturyLink IQ® SIP Trunk (“SIP Trunk”) (collectively, “Service”) under the terms of the Agreement and this Service Exhibit.
- “Administrator Portal” enables the Customer administrator to: (a) set up end users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.
- “Alien TN” means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.
- “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. 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 (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheets are incorporated herein by reference.
- “Remote BLA” means remote bridged line appearance.

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

“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 Description. Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the “Hosted VoIP Service” sub-section. Features and options available only with SIP Trunk are listed in the “SIP Trunk” sub-section. Features and options available with both Services are listed in the “Common Features” sub-section. Each Hosted VoIP and SIP Trunk seat includes one telephone number (“TN”).

(a) Hosted VoIP Service. Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for 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.

(i) Hosted VoIP Basic Seats. Basic seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific end user. Basic seats include: the ability to make On-Net and Off-Net Calls, an end user Portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependent on IP handset model or Soft Phone software 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.

(ii) Hosted VoIP Standard Seats. Standard seats are designed to address a company’s standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include the features listed for basic seats above, plus a standard feature package and voicemail.

(iii) Hosted VoIP Conference Room Seats. Conference room seats have the same features as a standard seat, and are tailored for the purpose of attaching a conference room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference room seats do not include voice mail.

(iv) Hosted VoIP Premium Seats. Premium seats are designed to fit the needs of the majority of a company’s professional employees. Premium seats provide end users with advanced IP phone features as well as premium phone and soft client access. Premium seats include the features listed for basic and standard seats above, plus an advanced feature package and mobility options.

(v) 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 include an IP Cordless Base Station and a cordless handset.

(vi) 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 include an IP Cordless Base Station and a cordless handset.

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

- (vii) **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 include an IP Cordless Base Station and a cordless handset.
- (v) **Hosted VoIP Receptionist Seats.** Receptionist seats have the same features as a premium seat and are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Receptionist seats may either use IP phones with up to three side car modules to expand the call appearance capacity, or a receptionist web console. Additional charges apply for side car modules and the receptionist web console. The receptionist web console window is integrated with the 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.
- (vi) **Hosted VoIP Admin Seats.** Admin seats are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Admin seats may either use IP phones with one side car module to expand the call appearance capacity, or a receptionist web console. An additional charge applies for the receptionist web console. The receptionist web console window is integrated with the 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.
- (vii) **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.
- (viii) **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.
- (ix) **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.
- (b) **SIP Trunk.** SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions and at least one seat with the Service. Features listed in this section (b) are only available with SIP Trunk.
- (i) **Standard SIP Trunk Sessions.** Standard SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the end user portal and Administrator Portal, Session pooling, failover, call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.
- (ii) **Enterprise SIP Trunk Sessions.** Enterprise SIP Trunk Sessions include features included in standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.
- (iii) **Premium Enterprise SIP Trunk Sessions.** Premium Enterprise SIP Trunk Sessions include all the benefits of Enterprise SIP Trunk Sessions and add Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption which is built on top of the current CenturyLink IQ SIP Trunk product. Secure Enterprise SIP Trunk Sessions are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet. When elected, 100% of all sessions on the enterprise are provisioned with this feature.
- (iv) **Optional SIP Trunk Features.** The optional features listed in this section are available for an additional charge only with SIP Trunk.
- (1) **SIP Trunk Standard Seats.** SIP Trunk standard seats are for use with standard SIP Trunk Sessions and Enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include a standard feature package.

**CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

- (2) **SIP Trunk Premium Seats.** SIP Trunk premium seats are for use with any type of SIP Trunk Session. SIP Trunk premium seats are designed to fit the needs of the majority of a company's professional employees. They provide end users with advanced IP phone features and they support inbound anywhere functionality and Soft Phone access.
- (3) **SIP Trunk Mobility Seats.** SIP Trunk mobility seats are for use with any type of SIP Trunk Session. A SIP Trunk mobility seat includes standard SIP Trunk features, and it supports inbound anywhere functionality and Soft Phone.
- (4) **Enhanced 911 Service.** Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual end user location.
- (5) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.
- (6) **Session Border Controller (SBC).** SBC software enables an approved CenturyLink certified class of Adtran routers/IADs to authenticate to our IQ SIP Trunk network in a single piece of CPE. Each software package denotes the maximum number of sessions that can be authenticated.
- (7) **CTAC Customer Support.** "CTAC Customer Support" is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® SIP Trunk Service and is subject to availability. "CTAC" means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink's approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.
- (c) **Common Features.** Customer may purchase the following optional features and services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the end user and does not depend on the end user's physical location.
- (i) **Hunt Groups.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.
- (ii) **Auto Attendant.** An additional MRC and NRC apply for each auto attendant.
- (iii) **Voice Mail Only Seats.** Customer may purchase optional voice mail only seats at the MRC shown on the Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.
- (iv) **Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk premium seats, except for the associated physical device.
- (v) **Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.
- (vi) **Anywhere TNs.** Customer can order optional anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk premium seats and with SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.
- (vii) **Alternate TNs.** An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs are may be used for incoming calls only.
- (viii) **Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic Hosted VoIP seat MRCs, and in the standard and enterprise SIP Trunk Session MRCs.
- (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

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

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 built on top of the current CenturyLink Hosted Trunk product. TLS / SRTP will be activated based on an Add-On Feature attributed to the customer end point device (i.e. – phone or Business Communicator client). There will be no TLS / SRTP supported in the CenturyLink core. All CenturyLink portal and back end network and provisioning systems will be the same as unencrypted traffic. 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 Business Communicator client sold with a virtual seat.

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

(xx) **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.

(xxi) **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.

(xxii) **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.

(xxiii) **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.

(xxiv) **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 Service, including all applicable call recording law related to Customer's Call Recording components.

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.

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

- (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.

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

(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 will indemnify CenturyLink from 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

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

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.

**CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

(t) **Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

(u) **Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

(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/HVIPSIP/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.*

**CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

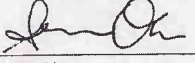
3.2 Limitation of Liability.

(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 WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PREFORM 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 WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 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.

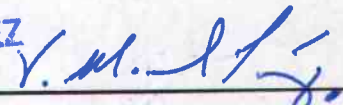
3.3 Acknowledgement of 911 Limitations. By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Susanna Oh
Deputy County Counsel

PRINT CUSTOMER NAME:

V. MANUEL PEREZ



PRINT CUSTOMER REPRESENTATIVE'S NAME:

ATTEST:
KECIA R. HARPER, Clerk

CUSTOMER REPRESENTATIVE'S INITIALS:

By 
DEPUTY

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; (b) Customer removes more than 60% of the existing Hosted VoIP before at least 75% of the Service Term is complete; or (c) the total MRC for Customer's SIP Trunk installed at the end of a month is at least 25% less than the total MRC for SIP Trunk installed the immediately preceding month; 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, Order Form, a signed CenturyLink issued quote and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Service

**CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

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 or SIP Sessions During Term. Customer may add additional Hosted VoIP seats or SIP Trunk Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session 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. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk 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 and SIP Trunk Sessions added during the Term.

8.2 MACDs. "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

8.3 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 or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

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 designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

- 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 will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.
- 9.11 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.
- 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:

CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

- (a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.
- (b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.
- (c) Customer is not required to use equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations.
- (d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier

10.2 Customer Responsibilities.

- (a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.
- (b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.
- (c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

10.3 Additional Service Limitations, including 911 Calling. The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its end users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services.

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

**CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

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>.

**CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

PRICING SUMMARY

1. **Hosted VoIP Pricing (Applicable to Hosted VoIP Service Only).** CenturyLink will charge Customer, and Customer will pay, the rates set forth below and in a signed CenturyLink issued quote or Order Form for Service, which will reference this Agreement. The Initial Term is set forth in the quote or Order Form.
 - 1.1 **Hosted VoIP Seat Pricing. (Applicable to Hosted VoIP Service Only).** The following pricing table replaces the “Seat Pricing and Phone Pricing” tables in the applicable Rate Sheet. The following Seat charges will apply for Hosted VoIP seats initially ordered and for seats added during the Initial Term. See also Voice Mail Only Seat pricing in the Hosted VoIP Additional Charges pricing table below.
 - 1.2. **Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing (“LD/TF Pricing”):** Terms and pricing for LD/TF Offer are found in the Long Distance and Toll Free Rate Addendum.
 - 1.3. **Hosted VoIP Additional Charges.** Please see additional charges for Hosted VoIP Service on the applicable Rate Sheet.
2. **CenturyLink IQ SIP Trunk Pricing:**
 - 2.1 **CenturyLink IQ SIP Trunk – Session and Seat Pricing.** The following pricing table replaces the “Session and Seat Pricing” table in the applicable Rate Sheet. The following charges will apply for SIP Trunk Sessions and seats initially ordered and for SIP Trunk Sessions and seats added during the Initial Term. See also Voice Mail Only seat pricing on the applicable Rate Sheet.
 - 2.2 **CTAC Customer Support.** Charges are not prorated. Service is subject to availability. Charges for CTAC customer support are located in the Rate Sheet for SIP Trunk Service.
 - 2.3. **Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing (“LD/TF Pricing”):** Terms and pricing for LD/TF Offer are found in the Long Distance and Toll Free Rate Addendum.
 - 2.4. **CenturyLink IQ SIP Trunk Charges.** Please see the applicable Rate Sheet for SIP Trunk Service for additional charges, which includes pricing for additional features, terms and pricing for the LD/TF Offer, Upgrade/MACD charges, and other charges.

**CENTURYLINK® MASTER SERVICE AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

**ATTACHMENT A
WARNING LABELS (US)**

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

**CENTURYLINK MASTER SERVICE AGREEMENT
INTERNET SERVICES SERVICE SCHEDULE**

1. **Applicability.** This Service Schedule is applicable where Customer orders CenturyLink 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 Master Service Agreement executed between CenturyLink and Customer, and if none, CenturyLink's standard Master Service Agreement (the "Agreement"). CenturyLink may subcontract the provision of the Service in whole or part, provided that CenturyLink remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.
2. **Service Description.** CenturyLink Internet Services are high speed symmetrical Internet services providing access to the CenturyLink IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports, as well as T1/E1, DS3/E3, and SONET connections from OC3/STM1 to OC48/STM16. Additional features and functionality may include:
 - a. **IP Addresses.** IP Address space with proper justification.
 - b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
 - c. **Static routing / BGP peering.** Static routing or BGP peering options available.
 - d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
 - e. **Basic security service.** Subject to Customer having CenturyLink-approved routers, included as part of the Service is a one-time per 12 month period ability to request CenturyLink 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.
3. **Charges.** Customer shall 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 Fixed-rate, Burstable, or Aggregate Burstable billing types.
4. **Billing Types.**
 - a. **Fixed-rate.** Service with fixed-rate, flat rate, or tiered billing provides a set amount of bandwidth at a fixed-rate MRC ("Fixed-rate"). 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.
 - b. **Burstable.** For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate ("CIR") (which is also called a Committed Data Rate ("CDR")). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Burstable usage is any usage in excess of CIR/CDR. Burstable usage charges will apply on a per Mbps basis at the rate stated in the Order. Burstable 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 Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.
 - c. **Aggregate Burstable.** Burstable Services may also be provided on an aggregated basis. For Aggregate Burstable Service, the bandwidth MRC is based on the Aggregate Committed Information Rate ("ACIR") (which is also called an Aggregate Committed Data Rate ("ACDR")). The ACIR/ACDR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Aggregate Burstable Usage is any usage in excess of ACIR/ACDR. Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports.
5. **Customer Responsibilities.** Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by CenturyLink. All IP addresses, if any, assigned to Customer by CenturyLink shall revert to CenturyLink upon termination of Service, and Customer shall 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.

**CENTURYLINK MASTER SERVICE AGREEMENT
INTERNET SERVICES SERVICE SCHEDULE**

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

7. **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.

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

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

Table A: Network Latency

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

* Additionally, add 90ms from/to the Mexico IP Hub, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

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

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

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

**CENTURYLINK MASTER SERVICE AGREEMENT
INTERNET SERVICES SERVICE SCHEDULE**

Table B: Availability Service Credit - United States and Canada

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:04:18 (99.99%)	No Credit
00:04:19– 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

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

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 00:08:37 (99.98%)	No Credit
00:08:38– 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

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

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:43:00 (99.9%)	No Credit
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

**CENTURYLINK MASTER SERVICE AGREEMENT
INTERNET SERVICES SERVICE SCHEDULE**

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

Table E: Packet Delivery Service Credit

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

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

Table F: Network Latency Service Credit

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

- e. **Chronic Outage.** As its sole remedy, Customer may elect to terminate an affected Service, or if applicable an affected Converged Voice-Internet Service, hereunder prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such Service becomes Unavailable (as defined in Section 8(d)(i) above): (i) twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event, or (ii) more than 24 aggregate hours during a 30-day period. Customer may only terminate such Service that is Unavailable as described above, and must exercise its right to terminate the affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Voice-Internet Service will result in termination of all applicable Services bundled together as the Converged Voice-Internet Service under the Order.
- f. **Installation Service Level.** CenturyLink will exercise commercially reasonable efforts to install any Service on or before the Customer Commit Date for the particular Service. This installation SLA shall not apply to Orders that contain incorrect information supplied by Customer or Orders that are altered at Customer's request after submission and acceptance by CenturyLink. In the event CenturyLink does not meet this installation SLA for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for 1 day of the pro rata share of the MRC associated with the affected Service up to a monthly maximum credit of 10 days. For Services billed on an Aggregate CIR/CDR basis, the charges for 1 day of the pro rata share of the MRC will be calculated based on the average MRC per port for the aggregate.
9. **Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of CenturyLink, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other CenturyLink 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.

**CENTURYLINK MASTER SERVICE AGREEMENT
INTERNET SERVICES SERVICE SCHEDULE**

10. 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 CenturyLink Affiliate which provides the local Service(s) containing terms necessary to comply with local laws/regulations, and such CenturyLink Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

11. CenturyLink Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where CenturyLink may lack relevant licenses to provide such service), CenturyLink 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 CenturyLink and accordingly, is provided on a best effort and as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to CenturyLink on a 24x7 basis and, in such circumstances, CenturyLink 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. Burstable and Aggregate Burstable pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

12. Business Contact Information. Customer must provide to CenturyLink the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to CenturyLink's delivery of international Service under this Service Schedule. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about CenturyLink's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to CenturyLink's processing of their Business Contact Information for the purposes set forth in this Service 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 CenturyLink promptly of staffing or other changes that affect CenturyLink's use of Business Contact Information. CenturyLink will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. CenturyLink will use the information only for the express purposes set forth in this Service Schedule. CenturyLink will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

13. Withholding Taxes. 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. In the event that any payment to be made to CenturyLink hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay CenturyLink such amounts as would have been necessary so that the aggregate net amount received by CenturyLink after application of a Withholding Tax is the same amount as would have been received by CenturyLink if there had been no requirement to deduct or withhold such tax.

CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SERVICE SCHEDULE

1. **Applicability.** This Service Schedule is applicable only where Customer orders CenturyLink® Distributed Denial of Service Mitigation Service ("Service") provided by Level 3 Communications, LLC, a CenturyLink affiliate ("CenturyLink"). 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. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink provides the Services to Customer (the "Agreement"). If a conflict exists among the provisions of the Service Attachments, the order of priority will be the Service Schedule and then the Agreement.

2. **Definitions.** Any capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

"Always-On" refers to an optional feature for DDoS Mitigation Direct, DDoS Mitigation Internet Direct Service, DDoS Mitigation GRE Service, or DDoS Mitigation Proxy Service that continually diverts Customer's inbound internet traffic through the Mitigation Infrastructure using BGP networking service; except for in the case of DDoS Mitigation Proxy Service where Always-On also continuously diverts Customer's outbound internet traffic through the Proxy Service with DNS based redirection.

"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.

"Clean (Post-Mitigation) Traffic Capacity" means the level of traffic using standard DDoS Mitigation Service as identified on the Order that is returned to the Customer "clean" following the Mitigation process.

"Cloud Signaling" means the process by which Application Monitoring and Mitigation Service hardware deployed at the Customer premises utilizes automated monitoring tools to detect anomalies in IP traffic patterns and signals a potential Attack to CenturyLink's Mitigation Infrastructure.

"Customer Disaster Recovery Site" ("DR Site") means an alternative backup site that is used when a primary location becomes unusable due to failure or disaster. Customer will not use the DDoS Mitigation Service with production traffic at the DR Site except when use of the Customer primary site fails.

"Customer-Initiated Mitigation" is an optional feature for Direct Service, DDoS Mitigation Internet Direct Service or GRE Service that allows customers to initiate mitigation via specific BGP route announcements to CenturyLink rather than calling the CenturyLink Security Operations Center ("SOC"). Customer-Initiated Mitigation is equivalent to Customer approval to route traffic to the Mitigation Infrastructure for purposes of the TTM SLA. Customer-Initiated Mitigation is subject to CenturyLink availability based on its network configuration. If available, Customer must dynamically advertise the preferred prefixes into the clean return tunnels and the advertised prefixes automatically propagate from the Mitigation Infrastructure to the Internet and the Service automatically begins scrubbing the advertised traffic. The maximum number of prefixes that can be advertised via Customer-Initiated Mitigation is subject to technical constraints. Customer may elect this feature at the time of provisioning or after the Service is turned up via a ticket or by submitting to the SOC.

"DDoS Mitigation Direct Service" or "Direct Service" or "IP VPN Direct Service" means the DDoS Mitigation solution which is implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is routed back to the Customer data center over IPVPN/EVPL logical connections between the Mitigation Infrastructure and Customer's border router(s).

"DDoS Mitigation GRE Service" or "GRE Service" means the DDoS Mitigation solution which is implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is routed back to the Customer data center using a GRE tunnel.

"DDoS Mitigation Internet Direct Service" or "Internet Direct Service" means the DDoS Mitigation solution implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is delivered on a CenturyLink provided Internet Service circuit only back to the Customer data center over a shared VLAN logical connection that also delivers the Internet traffic or separate VLAN logical connection.

"DDoS Mitigation Proxy Service" or "Proxy Service" means the DDoS Mitigation solution which utilizes DNS entry updates as a mechanism to redirect legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic and Customer's protected web server outbound traffic are delivered between Customer's protected web based server and Mitigation Infrastructure over public Internet. Proxy Service is subject to CenturyLink availability.

"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.

CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SERVICE SCHEDULE

"Excused Outage" shall also mean for purposes of this Service Schedule, 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: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet, or systems not owned or controlled by CenturyLink; (c) force majeure events; (d) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (e) the unavailability of required Customer personnel or the inability of CenturyLink to contact Customer related to the Service, including as a result of failure to provide CenturyLink with accurate, current contact information (including email); (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) Customer's failure to provide timely approvals and/or consents, including allowing CenturyLink to retune the Service as required for CenturyLink to provide the Service; (i) improper or inaccurate network specifications provided by Customer; or (j) Customer is in breach of its obligations under the Agreement or this Service Schedule.

"Log Streaming" is an optional feature that allows customers to receive logs and Mitigation Event data to Customer's designated destination via syslog format. The Mitigation Event data is the information obtained from the Mitigation Infrastructure.

"Mitigation" means rerouting of traffic through CenturyLink DDoS Mitigation Service and initiating countermeasures with the intent to remove Attack traffic identified by the Mitigation Infrastructure located in CenturyLink's network.

"Mitigation Infrastructure" is defined as a collection of CenturyLink devices consisting of routers, servers and scrubbers that connect to CenturyLink'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.

"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, CenturyLink 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.

"Service Validation" means the process by which the DDoS Mitigation Service is confirmed as available as a part of the provisioning process enabling CenturyLink to obtain a profile of Customer's traffic. Customer will coordinate to schedule such Service Validation when contacted by CenturyLink 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.

"Special Unavailability" means the SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA related to unavailability of the Service due to (a) Customer misuse; (b) network unavailability, including telecommunications failures outside of the Mitigation Infrastructure or CenturyLink network; (c) Customer's sustained traffic load reaching a point that causes material degradation to or outage of the underlying CenturyLink Internet infrastructure not directly related to the Mitigation Infrastructure; (d) any other action or inaction by a third party. Whether Special Unavailability is present shall be determined by CenturyLink in its good faith discretion supported by records, data and other evidence.

"Suspension" means CenturyLink's suspension of the DDoS Mitigation Service to Customer as permitted by this Service Schedule or as otherwise allowed under the Agreement.

3. Service Description. The Service is available on Customer's Internet services as described herein. The Order will specify the type of DDoS Mitigation Services and whether those Services are Always-On or On-Demand, as applicable. Not all Services and features are available in all regions or countries and are subject to availability. The 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 are optional and can be purchased for a monthly recurring charge. Notwithstanding anything in the Agreement to the contrary, CenturyLink may, in its sole and absolute discretion, use a vendor for any or all of the work to be performed under this Service Schedule, including but not limited to, installation, detection, and DDoS Mitigation Services, provided that CenturyLink will remain responsible for the performance of CenturyLink's obligations hereunder. Services other than the Services provided by CenturyLink to Customer that work in conjunction with DDoS Mitigation Services (such as IPVPN Service) are subject to separate Service Schedules. DDoS Mitigation Service is available in 4 cloud-based options that Customer will select and that will be identified in the Order: (i) Direct Service, (ii) DDoS Mitigation Internet Direct Service, (iii) GRE Service, or (iv) Proxy Service.

If Customer orders DDoS Mitigation Services to connect Customer's equipment managed by CenturyLink, Customer expressly grants CenturyLink permission to make configuration changes to any Customer equipment (regardless of ownership) managed by CenturyLink for DDoS Mitigation Service activation and ongoing maintenance.

**CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE
SERVICE SCHEDULE**

- 3.1 Direct Service.** Direct Service is activated by BGP route advertisement, with logical private line connections over IPVPN/EVPL between the Mitigation Infrastructure and Customer's border router(s). BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack.
- 3.2 Internet Direct Service.** Internet Direct Service is activated by BGP route advertisement delivering Mitigated traffic from the Mitigation Infrastructure to Customer's border router(s) via a shared VLAN that also delivers the Internet traffic or a separate VLAN on a CenturyLink provided Internet connectivity. BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack.
- 3.3 GRE Service.** GRE Service is activated by BGP route advertisement and is based upon the GRE protocol with virtual tunnel connections constructed to Customer's border router(s). BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure, enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack. Customers directly connected to the CenturyLink AS IP network can advertise a /32 subnet for IPv4 or /128 subnet for IPv6. Non-CenturyLink IP customers must advertise a /24 subnet for IPv4 and a /48 subnet for IPv6 as a minimum.
- 3.4 Proxy Service.** Proxy Service is an Always-On service which Mitigates specific internet-based Attacks and allows legitimate internet based traffic to the Customer's protected web based server. For Proxy Service, CenturyLink will assign virtual IP addresses ("VIPs") that the Customer will point to either directly or via another DNS record. Customer is responsible to update Customer's DNS entries to CenturyLink-provided information which redirects Customer's web traffic via Proxy Service. Each Proxy Service will terminate to only one (1) Customer hosted IP address and will send clean traffic to and receive outbound internet traffic from Customer's web based server. Proxy Service works with standard TCP based Web (i.e., HTTP, HTTPS) application layer protocols. Customer acknowledges that Proxy Service can be setup to open HTTPS traffic for deep packet inspection if Customer elects HTTPS packet inspection at the application Layer 7 level on a per domain, per SSL certificate basis. This optional Proxy Service component requires Customer to provide CenturyLink with a SSL certificate to be loaded on to Proxy Service platform for the traffic which shall be subject to HTTPS packet inspection.
- 3.5** Routing under either the Direct Service, Internet Direct Service, or the GRE Service is asymmetric, with outgoing traffic from Customer to the Internet being forwarded as normal to Customer's Internet Service Provider, without passing through Mitigation Infrastructure. For Proxy Service both incoming and outgoing Customer web application Internet traffic configured to use the Proxy Service passes through the Mitigation Infrastructure.
- 3.6 On-Demand Service.** For On-Demand Service, once the Mitigation Infrastructure is engaged, if an identifiable Attack is not seen by CenturyLink within 48 hours, CenturyLink will coordinate with Customer and obtain consent from Customer (which shall not be unreasonably withheld) to return Customer to normal conditions. Upon receipt of Customer consent, CenturyLink 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, CenturyLink shall 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, CenturyLink cannot guarantee that all Attacks will be detected and/or Mitigated; nor does CenturyLink guarantee that all IP traffic patterns that initially appear to be Attacks are actual Attacks.
- 3.7 Always-On Service.** For Always-On Service, the diverted traffic entering CenturyLink's Mitigation Infrastructure will be inspected and filtered of Attack traffic based on predefined filters agreed upon by CenturyLink and Customer. Customer must report to CenturyLink any new Attacks not effectively blocked by predefined filters. CenturyLink will respond to new requests for Mitigation in accordance with the TTM SLA.
- 3.8 Log Streaming Service.** For the optional Log Streaming feature, Customer acknowledges that Log Streaming must be setup over an encrypted session. This Log Streaming service feature requires Customer to provide CenturyLink with a digital SSL certificate to be loaded on to the Log Streaming platform in order for the traffic to be sent over an encrypted session. Customer is responsible for configuring its SIEM (Security Information and Event management) platform and network environment to allow, accept and store logs and/or security events transmitted by CenturyLink. The Log Streaming service feature delivers Event notifications for up to 2 Customer provided SIEM or IP addresses. Customer acknowledges that Event notifications sent to the SIEM are delivered over the Internet and delivery may fail due to Internet connectivity issues outside of CenturyLink's control. Customer, and not CenturyLink, is responsible for storage of the logs received; however, CenturyLink has the ability to buffer logs if needed for up to 14 days. Customer acknowledges and agrees that Log Streaming is provided "as-is" and "as available" and CenturyLink shall have no liability related to or arising from use by Customer of this feature.
- 3.9 Monitoring.** Monitoring options for the Service provide proactive detection of DDoS Events ("Attack Monitoring Services"). Attack Monitoring Services are available as described below:
- (a) Flow Based Monitoring ("FBM") provides 24x7 monitoring and alerts for large flood-based Attacks (1) from Customer owned and managed equipment; or (2) from CenturyLink provided and managed equipment installed on Customer's premise, or (3) with CenturyLink Internet Services that choose monitoring from CenturyLink provider edge routers. FBM Service requires a reliable feed of

**CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE
SERVICE SCHEDULE**

netflow sampling and SNMP specific to the Customer's traffic. To the extent Customer purchases the FBM Service with the On-Demand Service, CenturyLink will proactively notify Customer about DDoS Mitigation system generated alarms that CenturyLink determines are caused by DDoS Attacks. For Attacks that are not detected by the DDoS Mitigation system, Customer must contact the SOC to initiate Mitigation. For option 1 and 2, there will be an MRC and an NRC for each piece of equipment when monitoring occurs from the Customer premise. For Option 3, an MRC and an NRC for each logical circuit when monitoring occurs from CenturyLink provider edge routers directly from which the FBM Service collects netflow sampling.

(b) Application Monitoring and Mitigation ("AMM Cloud Signaling") is a hardware based DDoS detection and Mitigation solution, utilizing an equipment manufacturer, model, embedded software code/version approved by CenturyLink ("Customer CPE"), and implemented at the Customer premises to monitor the Customer's perimeter network traffic and issues alerts for layer 7 or "application layer" Attacks. AMM Cloud Signaling Service includes CenturyLink provided hardware that is installed on the Customer premises. Customer must be able to provide Cloud Signaling from Customer CPE to CenturyLink's Cloud Signaling endpoint and Customer is responsible for technical support, service and maintenance of the Customer CPE. Customer will have full administrative access to the Customer CPE and CenturyLink will have no access to the Customer CPE. There will be an MRC and an NRC for each Customer CPE utilizing the AMM Cloud Signaling Service.

Notwithstanding the foregoing, CenturyLink reserves the right at any time to: (i) change or supplement the monitoring tools and the Mitigation techniques (including but not limited to modifying the Mitigation Infrastructure); (ii) increase or decrease the monitoring tools' sensitivity to anomalous IP traffic patterns; and (iii) modify the definition of anomalous IP traffic patterns that may indicate an Attack.

4. Charges. Customer will be billed monthly in advance based on a fixed rate for Mitigation up to a predefined bandwidth level. The manner of billing selected will be set forth in the Order. Fixed rate charges for DDoS Mitigation Service consist of 2 components: (a) a non-recurring charge ("NRC") and (b) a monthly recurring charge ("MRC"). The Service Commencement Date begins upon issuance of a Connection Notice. The Connection Notice will be issued on the first to occur of: (i) successful completion of Service Validation or (ii) five (5) business days after CenturyLink notifies Customer that it has provisioned all components of the Service that CenturyLink can provision without Customer's assistance. In the event there are multiple locations, billing will begin with the Service Commencement Date for the initial location (unless other locations are not available due to the fault of CenturyLink). Special terms may be available for a DR Site as agreed to in an Order or Addendum to the Order. Charges for 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>.

Customer may seek expedited "turn-up" of Service for an additional one-time charge ("Expedited Service"). CenturyLink will exercise good faith efforts to turn up Expedited Service for GRE Service or Proxy Service in one (1) business day however this is a nonbinding objective. For DDoS Mitigation Service other than GRE Service or Proxy Service, the Order will be processed in a prioritized manner. If Customer orders Expedited Service, no Service Levels will apply to Expedited Service during the first seven (7) days of service. CenturyLink reserves the right to suspend Expedited Service and the other DDoS Mitigation Services at any time if Customer fails to satisfy credit requirements which may be imposed after the completion of a credit review.

5. IP Addresses. In the event that CenturyLink assigns to Customer an IP address as part of the provision of Service, such IP address shall (to the extent permitted by law) revert to CenturyLink after termination of the applicable Order for any reason whatsoever, and Customer shall cease using such address. At any time after such termination, CenturyLink may re-assign such address to another user.

In the event that CenturyLink 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 CenturyLink and Customer to perform their obligations hereunder. Customer shall defend, indemnify and hold CenturyLink harmless from any claim, demand or action arising in connection with a breach of the foregoing representation and warranty.

6. Customer Responsibilities. CenturyLink shall not be liable for any failure to perform due to Customer's failure to fulfill Customer's responsibilities and requirements as detailed herein or due to Customer's errors or omissions in setting up the environment.

6.1 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 and should be authorized to consent to make or direct changes to the Customer's security infrastructure or architecture, as applicable. Customer must provide CenturyLink with advance notice of at least five (5) business days of any network topology or system changes that may affect the Service or the effectiveness of the DDoS Mitigation system policy. For changes that are Service or price impacting, changes must be agreed to in a new Order before the change will go into effect. CenturyLink may not be able to provide the Service if Customer's point of contact information is out of date or inaccurate or if Customer performs system changes without prior notification to CenturyLink. Failure to notify CenturyLink of system changes may result in the inability to monitor traffic or the generation of false alerts. CenturyLink will work with the Customer to resolve chronic false positives and other nuisance alerts; however, if alerting issues are not resolved satisfactorily, CenturyLink may modify the DDoS Mitigation system configuration to reduce repetitive alarms caused by Customer system changes.

**CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE
SERVICE SCHEDULE**

6.2 Customer must promptly notify CenturyLink if it believes it is under Attack and provide CenturyLink with reasonable assistance to reroute the IP traffic to the Mitigation Infrastructure in order for the Service to function properly.

6.3 Customer must cooperate with CenturyLink and CenturyLink'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 CenturyLink in the rerouting of IP traffic to the Mitigation Infrastructure during an Attack.

6.4 For the Direct Service, Customer must procure from CenturyLink connectivity between the CenturyLink network and the Customer Site (border routers) per the following criteria: (i) the demarcation point is the physical network port of the Mitigation Infrastructure, (ii) the connectivity must consist of at least one (1) IPVPN circuit directly to the port on the Mitigation Infrastructure from each of Customer's data centers, and (iii) any Ethernet circuit must support 802.1Q. Provisioning begins upon confirmation of IPVPN circuit availability. CenturyLink may suspend Direct Services if CenturyLink determines that any Customer provided equipment is causing interference with the CenturyLink network or other customers. Any IPVPN circuit provided by CenturyLink will be subject to service levels as set forth in CenturyLink's standard service schedule for such service or as otherwise agreed in writing by Customer and CenturyLink.

6.5 For the Internet Direct Service, Customer must procure from CenturyLink connectivity between the CenturyLink network and the Customer Site (border routers) per the following criteria: (i) the demarcation point is the physical network port of the Mitigation Infrastructure, (ii) the connectivity must consist of at least one (1) CenturyLink Internet Service circuit capable of connecting to the port on the Mitigation Infrastructure from each of Customer's data centers (subject to availability), and (iii) any Ethernet circuit must support 802.1Q for delivery of Internet and scrubbed traffic on a shared VLAN that also delivers the Internet traffic or two (2) separate VLANs. Provisioning begins upon confirmation of CenturyLink Internet Service circuit availability. CenturyLink may suspend Internet Direct Services if CenturyLink determines that any Customer provided equipment is causing interference with the CenturyLink network or other customers. Any CenturyLink Internet Service circuit provided by CenturyLink will be subject to service levels as set forth in CenturyLink's standard service schedule for such service or as otherwise agreed in writing by Customer and CenturyLink.

6.6 Notification Responsibilities. Customer must provide CenturyLink with of all the following notices: (i) 24 hours advance notice of any potential promotional events or other activities that may increase Customer's network or 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; and (v) immediate notice if Customer believes it is under a DDoS Attack (vi) immediate notice related to any changes to Customer's contact information, including email.

6.7 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 CenturyLink, is responsible for Customer's own network security policy and security response procedures.

6.8 In relation to Proxy Service, Customer is solely responsible to ensure, and hereby represents, that the provision of any SSL certificate to CenturyLink and CenturyLink's use of the same to provide the Services hereunder does not violate any laws, security policies or regulations.

6.9 Customer understands and expressly consents that in the performance of its obligations hereunder, notwithstanding any other requirements in the Agreement between CenturyLink and Customer, CenturyLink (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.

6.10 In the event Customer or CenturyLink determine that 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 shall 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 CenturyLink 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 CenturyLink, then CenturyLink may suspend or terminate the Service. The SLA shall 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.

6.11 Installation/Setup. Customer will cooperate with CenturyLink by providing CenturyLink with all information concerning the Service reasonably requested by CenturyLink and providing the point of contact. Customer will provide data parameters that will allow CenturyLink to determine the proper threshold levels in an attempt to diagnose a DDoS Attack. CenturyLink may periodically require Customer to allow traffic monitoring to determine proper threshold levels.

6.12 Third Party Software. If any third-party software, including any corresponding documentation, is provided to Customer by CenturyLink in connection with the Service, Customer agrees to use such third party software strictly in accordance with all applicable licensing terms and conditions. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that customer provided software and systems are up to date and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink shall have no liability therefrom, including for missed Service Levels.

**CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE
SERVICE SCHEDULE**

- 6.13 Testing.** Customer shall 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 CenturyLink's network without the prior written consent of CenturyLink.
- 6.14 Change Request.** Customer must request non-price impacting Service changes by opening a ticket or by contacting the SOC. Customer 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.
- 6.15** Neither Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any other CenturyLink equipment.
- 7. Portal Use.** If CenturyLink provides Customer with portal access in connection with the Service, Customer will use such access solely as 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. 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. 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.
- 8. Work Product.** If CenturyLink or any employee of CenturyLink develops or creates any intellectual property as part of DDoS Services ("DDoS Intellectual Property"), that DDoS Intellectual Property shall be, and remain, the exclusive property of CenturyLink and shall not be considered a work for hire. DDoS Intellectual Property includes, by way of example, playbooks, runbooks, operational processes, and CenturyLink equipment configuration settings. Customer shall 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 shall use all reasonable efforts to ensure that no improper or unauthorized use of the DDoS Intellectual Property is made. Customer shall not reverse engineer or de-compile any DDoS Intellectual Property. Customer will promptly, upon termination of this Schedule or upon the request of CenturyLink, deliver to CenturyLink all such DDoS Intellectual Property without retaining any copy or duplicate thereof.
- 9. Personal Data.** Customer and CenturyLink acknowledge that it may be necessary to provide the other party with personal data or to access personal data of the other party as necessary for the performance of each party's obligations under the Agreement and/or this Service Schedule, including, but not limited to and where applicable, employees' and authorized representatives' names, business contact information, technical or operational data (such as online identifiers), credentials to access portals and other platforms made available by one party to the other and similar personal data. The parties acknowledge and agree that each is a controller with respect to any such personal data exchanged under the Agreement and/or this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged in accordance with this Section will be limited to the extent necessary for the parties to perform their obligations or exercise their rights under the Agreement or this Service Schedule. As used herein, the terms "personal data," "processing," "processor" and "controller" shall have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party shall be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party. Unless otherwise set forth in the Agreement, CenturyLink personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and CenturyLink will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to comply with laws governing the relationship between a controller and processor with respect to the processing of personal data described in this Section, including, without limitation, any agreements required to facilitate necessary cross-border personal data transfers. Customer will be responsible for notifying CenturyLink whether such written agreements are required based on the nature of the data being processed.
- 10. Additional Disclaimer of Warranty; Liability.**
- 10.1** Customer acknowledges that the Services endeavor to Mitigate security Events, but such Events, even if determined to be Attacks, may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided herein is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services hereunder in accordance with the SLA, the Services are otherwise provided "as-is". CENTURYLINK 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 CENTURYLINK'S RECOMMENDATIONS, ASSESSMENTS, TESTS,

**CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE
SERVICE SCHEDULE**

REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. Neither CenturyLink 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.

10.2 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to a claim will not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to CenturyLink 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").

11. Suspension; Access; Restrictions.

CenturyLink may temporarily suspend any Service immediately in the event CenturyLink has a good faith belief that such Suspension is reasonably necessary to Mitigate damage or liability that may result from Customer's continued use of the Service. In the event of any expiration or termination of any Service, Customer's access to the applicable Services will end and CenturyLink will not be responsible for assisting Customer with any transition to an alternative provider.

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 CenturyLink 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. Customer understands that DDoS may result in disruptions of and/or damage to end-user Customers' 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. CenturyLink has no responsibility for backing up data prior to deploying DDoS 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.

12. Service Level Agreements ("Service Levels") and Associated Remedies.

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 CenturyLink in its good faith discretion supported by 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 in Sections A - C below apply to the Mitigation aspect of Service. Service Levels do not apply to Excused Outages, or periods of Special Unavailability, Suspension or Chronic Problems.

(A) DDoS Mitigation Service Levels, Service Credits and Chronic Termination Rights. CenturyLink shall 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 such 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 such Mitigation Infrastructure (*i.e.*, the Customer cannot pass traffic through the Mitigation Infrastructure) for more than 60 consecutive seconds. In the event 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*

*Service Credits 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 12(A), regardless of the number of times CenturyLink fails to comply with the Mitigation SLA during that day.

In addition to the above credit(s) and as Customer's sole remedy for any non-performance of the Service, 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

**CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE
SERVICE SCHEDULE**

- (ii) 7 separate Mitigation Service Outages each lasting at least 60 minutes in a 90 day period; and
- (iii) if Customer has procured from CenturyLink an IPVPN circuit or CenturyLink Internet Service circuit as part of the DDoS Mitigation Service, Customer's termination rights hereunder extend to the applicable IPVPN Service or CenturyLink Internet Service.

(B) Time to Mitigate ("TTM") Service Level ("SLA"). CenturyLink 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 the time CenturyLink obtains Customer approval and Customer properly routing traffic to the Mitigation Infrastructure during an Attack until the time (in minutes) CenturyLink 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	TTM SLA for Always-On
UDP/ICMP Floods SYN Floods TCP Flag Abuses DNS Reflection DNS Attack HTTP GET/POST Attacks*	10 minutes	2 minutes

*HTTP Attack Mitigation requires a subscription to Proxy Service.

In the event the TTM SLA is not achieved, the following remedies apply:

<u>Time to Initiate Mitigation</u>	<u>Service Credit</u>
>10 minutes ≤ 60 minutes	1 day of the MRC*
>60 minutes ≤ 6 hours	2 days of the MRC*
>6 hours	7 days of the MRC*

*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, CenturyLink 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 shall 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 Proxy Service, Auto-Mitigation option or Always-On and the SOC does not have to call Customer 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) 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 CenturyLink 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 CenturyLink 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

**CENTURYLINK® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE
SERVICE SCHEDULE**

addition to Service credits, Customer shall have the right to terminate the applicable FBM Service or AMM Cloud Signaling Service or 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

CenturyLink 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 CenturyLink to provide the Services, at any time. CenturyLink 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 CenturyLink 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 shall only apply for the Mitigation aspect of the Service provided pursuant to an MRC, and will not apply to any other DDoS Mitigation Service, including, without limitation, 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 shall not exceed 100% of the MRC of the affected Service. Cumulative credits in any one month must exceed \$100.00 to be processed. The Service credits and termination rights stated in this Service Schedule shall be Customer's sole and exclusive remedies with respect to the DDoS Mitigation Service and related Services provided hereunder.

**CENTURYLINK® ENTERPRISE VOICE SIP BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

1. Applicability. This Service Schedule applies to the SIP-based provisioning of CenturyLink® Enterprise Voice Services ("Services") and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the "Agreement"). This Service may be referred to as Voice Complete, SIP Trunking, Enterprise SIP Trunking, SIP Service, E-SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service ("IFN" and "UIFN"), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

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

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

- VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number ("IFN") and universal international free numbers ("UIFN"), international local inbound ("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.

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

3. Rates, Charges, and Commitments.

A. General. Customer 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 CenturyLink'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.

**CENTURYLINK® ENTERPRISE VOICE SIP BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

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 Enterprise SIP Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or "MUG") which will be set forth in the Rate Sheet(s) and/or Customer Order(s). For such Service(s) with a minimum commitment ("Committed Service"), commencing on the first full billing cycle following the Ramp Period (defined 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 CenturyLink 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, CenturyLink will first decrement the CCP Plan minutes and then the PPM Plan minutes. CenturyLink 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, E-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 CenturyLink.

ii. **PIC Change Charge.** CenturyLink 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").** CenturyLink may assess Customer a carrier line charge for lines moved from an IXC to CenturyLink.

4. Rate Changes and Termination Right.

A. Rate Changes. Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by CenturyLink to Customer. CenturyLink 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's e-mail address for purposes of Rate Change Notices is: {_____}. 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 Change Notice.

B. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule without obligation other than to pay (i) all charges already incurred in respect of the

**CENTURYLINK® ENTERPRISE VOICE SIP BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

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 CenturyLink in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

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

6. Restrictions.

A. No Resale. Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and CenturyLink, 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 CenturyLink'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 CenturyLink would have applied for Non-Conforming Use. In addition, if in CenturyLink'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, 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 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 will indemnify CenturyLink from any claims arising as a result of any Non-Conforming Use.

7. 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 CenturyLink's request, Customer will certify in writing its continued compliance with this Section.

8. Fraudulent Calls and Unsupported Calls. Customer will be responsible for paying CenturyLink for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. CenturyLink may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm CenturyLink'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 CenturyLink as soon as possible at +1-800-348-5457 or FraudOperationsNA@Level3.com.

9. Third Party Access Provided by CenturyLink. CenturyLink 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 CenturyLink 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 CenturyLink for any early termination fees levied on CenturyLink by the third party provider of that local access circuit.

10. Additional Service Specific Terms.

A. Voice Complete and SIP Service

(i) Mobility Feature Pack. Subject to the limitations described in this Schedule, and subject to availability, Voice Complete Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone

**CENTURYLINK® ENTERPRISE VOICE SIP BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

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.

CENTURYLINK 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 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.*

(b) **Limitation of Liability.** 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 WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 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. Toll Free/FreePhone Service, VoIP IFN and UIFN Service.

- (i) **Ownership of Telephone Numbers.** CenturyLink 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 CenturyLink). Customer will indemnify CenturyLink and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).
- (ii) **Porting, Number Availability and Other Restrictions.** Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section will not relieve Customer of its obligations under any Commits. CenturyLink 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

**CENTURYLINK® ENTERPRISE VOICE SIP BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

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. CenturyLink may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by CenturyLink. 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 CenturyLink, (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 CenturyLink to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with CenturyLink 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 CenturyLink.

(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 CenturyLink and another carrier, CenturyLink 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 CenturyLink 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.

11. International Services. 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

12. Service Levels.

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

A. Availability Service Level. The Availability Service Level for this Service is 99.9% per month for CenturyLink Internet Service use and 99.99% for CenturyLink 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 CenturyLink 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%

**CENTURYLINK® ENTERPRISE VOICE SIP BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

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 12A 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.

**CENTURYLINK® ENTERPRISE VOICE SIP BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

**ATTACHMENT A
WARNING LABELS (US)**

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

**CENTURYLINK® ENTERPRISE VOICE TDM BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

1. Applicability. This Service Schedule is applicable only when Customer orders CenturyLink's TDM-based Enterprise Voice Local Service, Voice T1, Dedicated and Switched Long Distance and International Toll-Free and Universal Toll Free Services ("Enterprise TDM Voice Services" or "Services") and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink or a CenturyLink affiliate provides Services to Customer (the "Agreement"). This Service may be referred to as ISDN PRI, ISDN BRI, Digital Trunk, Business Line, Centrex, PIC LD, Enterprise Voice Long Distance, Voice T1, Enterprise Voice Outbound, Enterprise Voice Toll Free, International Freephone Number (IFN), and Universal International Freephone Number (UIFN), on quotes, ordering and invoicing documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

2. Service Description. The Enterprise TDM Voice Services below are TDM-based and provide, as relevant, Public Switched Telephone Network ("PSTN") connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) Service, and international toll free calling. The basic offerings, where available, are:

- **Local Service:** Customer access to the PSTN for the placing and/or receiving of local (including 911) and intraLATA calls. Service may be delivered via Business Line, Centrex Services, Primary Rate Interface ("PRI") or T1 Circuit. **Dedicated Long Distance:** Customer accesses CenturyLink's long distance network for outbound and toll free services via a dedicated access line used either exclusively for long distance or shared with CenturyLink Local Service. **Switched Long Distance:** Customer accesses CenturyLink's long distance network via local access facilities not provided by CenturyLink.
- **Toll Free, International Toll Free Service ("ITFS" or "IFN and "UIFN")** provides access, transport and termination of voice traffic over CenturyLink's network. ITFS calls may originate from countries where CenturyLink offers service.
- A **BTN** is the billing telephone number of the circuit that is the origination point of a call. A **CPN** is the actual telephone number of the origination point of a call. More than one CPN may have the same, single BTN.

3. Applications and Configurations.

Enterprise TDM Voice Services may be used as local and long distance voice access services to serve single or multi-station enterprise premises telephony equipment, such as phone sets, key systems and PBXs. Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use. Notwithstanding anything to the contrary in the Agreement, Customer may not resell or incorporate these Services into services it sells to third parties.

a. Dedicated Access: T1, DS3, OC-n. Multiple configurations are supported: DOD, DID, channelized DIOD and standard DIOD, customized to meet Customer's application needs.

b. PRI. PRI Circuit configuration is ISDN, twenty-three (23) B channels for transport and one (1) D channel for signaling. Channelized DIOD service is not available with PRI service.

4. Rates and Charges.

Rates and charges for the Service ("Rates") will be set out either (i) in a rate schedule provided in conjunction with or as part of an Order for the Service, or (ii) in a pricing schedule attached to this Service Schedule (in either case, the "Rate Sheet") and which may be changed as set forth in this Service Schedule. 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 CenturyLink's standard usage rate for those calls. 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.

Unless otherwise stated in a Rate Sheet (and as may be changed by CenturyLink via a Rate Change Notice as set forth below), the following minimum call durations will be billed in the billing increments that follow:

Type of Service	Minimum Call Duration (Call Minimum) in seconds	Billing Increments in seconds
Domestic Outbound LD	18	6
International Outbound (except Mexico)	30	6
Mexico Outbound	60	60
Domestic and International Toll Free	30	6

Local calls may be billed as local unlimited calling, local measured rate (per minute), or local per call usage rate. Where billed as local measured rate, the minimum call duration is 60 seconds and the billing increment is 60 seconds. Flat, measured and message rated local usage is only available in limited markets.

Service usage charges are based on actual usage of Service and begin when the called party answers, as determined by answer supervision, and end when either party disconnects the call.

**CENTURYLINK® ENTERPRISE VOICE TDM BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

In addition to such minimum commitments as stated in this Service Schedule or in the Agreement, the Enterprise TDM Voice 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 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 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 the monthly recurring charges and usage charges for the Committed Service. The Revenue Commitment is a take-or-pay commit: Customer will pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation charges for Committed Service (but will be responsible for any separate cancellation or early termination charges for local access services). The "Ramp Period" will mean the period commencing on the Service Commencement Date and expiring on the date of the second CenturyLink invoice for which the Service is billed.

5. Surcharges. Customer agrees to pay the following surcharges, where applicable, in connection with Enterprise TDM Voice Services:

a. Short Duration Call Surcharge. If for any reason (i) the average call duration for Customer's use of Long Distance Service is less than 30 seconds or (ii) the average call duration for Customer's use of Toll Free Service, IFN or UIFN Service is less than 90 seconds, in either case when measured across a billing cycle month, then an additional charge, will be applied to all calls using the applicable Service type on the applicable Customer billing account 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 using the applicable Service type (applied to a specific Customer account number) in a billing cycle month by the total number of calls of that type in that billing cycle month for that account.

b. PIC Long Distance Service:

i. Unauthorized PIC Change. An Unauthorized Carrier Change Charge may be applied to each PIC change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of Enterprise Voice Long Distance Services by CenturyLink.

ii. PIC Change Charge. CenturyLink may elect to assess Customer a PIC Change Charge if an end user's ANI is PIC'd from one IXC to another.

iii. Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC"). CenturyLink may assess Customer a carrier line charge for lines PIC'd to CenturyLink.

6. Billing & Rate Conditions.

a. Third Party Charges. Customer understands that the charges (including Ancillary Charges) applying to the Services are reflective of the charges levied on CenturyLink by third party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third party providers, and that those Third Party Charges may be subject to change during the Service Term for which the Services are to be provided by CenturyLink to Customer. CenturyLink reserves the right, upon 30 calendar days' advanced Rate Change Notice, to increase the rates for specific call destinations and/or to change Ancillary Charges or Surcharges based on changes to Third Party Charges.

b. Rate Change Notices. CenturyLink may send to Customer a notice changing rates or other charges as set forth in this Service Schedule which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address (a "Rate Change Notice"). Customer's e-mail address for purposes of Rate Change Notices hereunder is: { _____ }. The rates or changes set forth in such Rate Change Notifications will take effect as stated therein but no sooner than as otherwise provided in this Service Schedule.

c. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice under Section 6 (a) or (b), Customer may elect to terminate the Service 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 CenturyLink in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

d. Charges for IFN and UIFN service will be set out in Customer's Rate Plan. If Customer redirects 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 Customer's Rate Plan.

e. Traffic Rating. Voice usage rating is based on the origination and termination point of the traffic. Termination is based on geographic location using the specific rate center(s) of the called party's NPA/NXX. To determine originating call jurisdiction, CenturyLink will utilize different methods depending on T1 or PRI service. Customer may not, in any case, send outbound (end

**CENTURYLINK® ENTERPRISE VOICE TDM BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

user/Customer to PSTN) traffic over a CenturyLink circuit that did not originate from a CenturyLink phone number specific to the rate center in which the Circuit is located.

T1: The origination point of the call is based on the BTN.

PRI: CenturyLink will use Customer-delivered Calling Party Number ("CPN") as the origination point of the call. Delivery of valid CPN to CenturyLink is a material obligation of Customer. Customer warrants and represents that the CenturyLink telephone numbers provided for each specific Circuit represent the originating locations (or the local calling area from which Customer is purchasing a Foreign Exchange (FX) product). The termination point of the call is the destination number, and all traffic not destined for the Customer's pre-selected IXC or dedicated special access facility will terminate in the same local calling area as Customer's service address or at a modem data service located in the same local calling area. CenturyLink reserves the right to charge the highest applicable rates in the local call plan for any local calls and in the long distance call plan for any long distance calls that originate from non-CenturyLink or unknown numbers (not 10 digits or not in the LERG). If a long distance call plan is not associated with Customer's Service, CenturyLink will add the current long distance rate plan to Customer's Service to charge for these calls; in addition, CenturyLink retains the right to terminate the Service if Customer delivers traffic to CenturyLink without a valid CPN or CenturyLink otherwise deems Customer's traffic as having circumvented access charges. A valid CPN is the calling party's CenturyLink assigned ten (10) digit telephone number within the North American Numbering Plan, excluding special-purpose phone numbers, such as 8XX, 950, 555 and N11.

In the event any third party requires an audit of CenturyLink's minutes of traffic, Customer will cooperate with such audit, at an expense to be shared equally by the parties. Customer will grant CenturyLink or such third party access to CDRs and other necessary information reasonably available solely for the purpose of verifying Customer's minutes of traffic.

- 7. Scope.** CenturyLink 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.
- 8. Restrictions.**
- a. No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service and resale of the Service in any form is strictly prohibited. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and CenturyLink, no less formal consent will be binding.
- b. No Non-Conforming Use.** The Service may not be used by Customer to provide voice content related services such as chat lines. The Service may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, broadcast fax transmissions, or other application that generates more than ten (10) calls per second. Except as set forth in section c below, the Service may not be used in connection with call center applications and Customer will not use least cost routing (LCR) in conjunction with the Service. Any use of the Service in violation of this Section or Section 9 below is a "Non-Conforming Use". In the event Customer uses Services for a Non-Conforming Use, Customer will 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 (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, CenturyLink may, at its option, 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, CenturyLink reserves the right to adjust usage rates to such rates 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 Revenue Commitments through the end of the Service Term. Customer will indemnify CenturyLink from any claims arising as a result of any Non-Conforming Use.
- c.** Customer may use the Service for call center applications or may use least cost routing only with CenturyLink's express signed written consent (which may be granted in CenturyLink's sole discretion). If Customer seeks to use the Service in connection with call center operations, Customer must provide CenturyLink with detailed traffic forecasts and will discuss location-specific constraints relating to the Service.
- 9. 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 (including but not limited to making TDM originated traffic appear to be IP originated) 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 CenturyLink's request, Customer will certify in writing its continued compliance with this Section.
- 10. Fraudulent Calls and Unsupported Calls.** Customer will be responsible for paying CenturyLink for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. CenturyLink may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm CenturyLink'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

**CENTURYLINK® ENTERPRISE VOICE TDM BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer will notify CenturyLink as soon as possible at 1-800-348-5457.

11. Local Access Provided by CenturyLink. CenturyLink provides local access circuits (via third party providers) only for Customer's use in connection with this Service. Where Customer's usage of local access circuits provided by CenturyLink in connection with this Service falls below the minimum usage level set out below in two consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the additional 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 CenturyLink notifies Customer of an additional charge pursuant to this Section, 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 CenturyLink for any early termination fees levied on CenturyLink by the third party provider of that local access circuit.

12. Equipment Required.

- a. **T1 or PRI** For all Circuits, Customer must have a digital PBX (or equivalent) with the appropriate interface card to support either PRI or T1.
- b. **DS-3 Muxing Equipment.** If DS-1 handoff is required, Customer is responsible for providing appropriate and necessary space and power for the muxing equipment.

13. Additional Service Specific Terms.

13.1 Local Service.

a. CenturyLink will provide 911 Services for all Local Services, meaning functionality that allows callers to contact emergency services. 911 Services include enhanced 911 Services, which have the ability to route an emergency call to the Public Safety Answering Point ("PSAP) assigned to the caller's location and to provide a telephone number and address relevant to the caller (subject to this section and Customer's obligations per this Service Schedule). Where enabled on the CenturyLink network, CenturyLink will provide the PSAP with the CPN and the address location information for that CPN as provided by Customer to CenturyLink and as loaded by CenturyLink into the Private Switch/Automatic Location Information (PS/ALI) database. If no specific address location information is provided to CenturyLink by Customer in accordance with the foregoing, CenturyLink will provide the PSAP with the CPN and the address location information of the BTN for that CPN. Where the ability to provide CPN and CPN address information to PSAPs is not enabled on the CenturyLink network, CenturyLink will assume that the Customer will have a single BTN service location/circuit (for the BTN and all of its CPNs), and CenturyLink will register that single service location in the PS/ALI database for that BTN. CenturyLink will pass the respective BTN to the PSAP where 911 is dialed, and the PSAP operator will reference the physical address associated with the BTN for all of its CPNs. If in this later case Customer requires specific address location information on a CPN basis, Customer must procure such functionality through a third party enhanced 911 provider and Customer (or such enhanced 911 provider on behalf of Customer) must provide the specific address location information to ensure the accuracy of PS/ALI database. In all cases, delivery of a valid CPN to CenturyLink from Customer is required. As CenturyLink enables additional functionality on its network, CenturyLink may modify the Service related to whether a BTN or CPN is used and will provide Customer 90 days' advanced written notice of such change.

b. CenturyLink strongly advises that Customer does not allow any number to become active unless the PS/ALI and PSAP database updates for each number have been completed. Customer understands that this interval may be significant. If Customer provides its end users any active number prior to confirming that the relevant E911 database updates have been completed for that number, Customer acknowledges the calls may not be properly completed and/or incorrect information may be sent regarding end user location. Customer agrees to fully indemnify and hold CenturyLink, its employees, affiliates, agents, and assigns, harmless from and against any costs, losses, or damages arising from the use of such number(s).

c. It is the Customer's responsibility to understand the state laws that pertain to Customer in regards to E911 requirements and compliance obligations, CenturyLink specifically disclaims any such obligation.

d. Upon discontinuance of Service, Customer will be responsible for releasing telephone numbers from the PS/ALI and PSAP databases.

**CENTURYLINK® ENTERPRISE VOICE TDM BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

e. Other Jurisdictions. For Local Services provided in jurisdictions outside the United States, specific additional emergency calling terms may be required and will be added to this Agreement upon CenturyLink request.

13.2 Toll Free, IFN and UIFN Service.

a. Change of Responsible Organization. Unless otherwise provided for in this Service Schedule, CenturyLink is the Responsible Organization for Toll Free Numbers. Customer represents and warrants that it has all necessary rights and authority necessary for any change in Responsible Organization, will provide copies of letters of authority authorizing the same upon request (and in the format requested by CenturyLink) and will indemnify, defend and hold harmless CenturyLink and its affiliates from any third party claim related to or arising out of any such change (or request for such a change). Porting by Customer of Toll Free Numbers pursuant to this Section will not relieve Customer of its obligations under the Toll Free Revenue Commitment (if any).

b. CenturyLink does not guarantee the availability of any requested Toll Free, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate such a Toll Free number for the purpose of selling, brokering, or releasing the Toll Free number to another person for any fee or other consideration. CenturyLink may, without liability, block any Toll Free number having usage surges or heavy traffic loads that are atypical. If, upon termination of Service, Customer does not submit a written request for the appointment of a new carrier for its Toll Free number(s) within thirty (30) days of such termination, 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 services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its CenturyLink account, then Customer's Toll Free number(s) will not be released to another long distance carrier or Responsible Organization.

c. Customer agrees that if a US Toll Free number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between CenturyLink and another carrier, CenturyLink 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 CenturyLink 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.

d. Customer acknowledges that (i) IFN or UIFN Toll Free / Freephone numbers may be owned by the in-country PTT and not the Customer or CenturyLink, (ii) that the supply of numbers by a PTT or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the PTT 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 such Toll Free/Freephone numbers provided by CenturyLink to another carrier and the applicable PTT or other regulatory authority supports portability of the applicable numbers, Customer should not cancel Service with CenturyLink until Customer's new carrier confirms that Service has been transferred to avoid disruption of Service.

14. International Services. 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

15. Service Levels. The following Service Levels apply only to Customers who are end-users of Services.

a. Availability Service Level. The Availability Service Level for this Service is 99.9% per month. Service is considered "Unavailable" if it is unable to make or receive calls for reasons other than an Excused Outage. An unavailability event is measured from the time Customer opens a trouble ticket with CenturyLink until the affected Service is restored. In the event that Service is Unavailable, 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:

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%

b. Limitation. The Service Levels stated in this Service Schedule do not apply to any Services which originate or terminate outside of the United States. Customer will be entitled to receive credits on only one Service Level in any calendar month (even if CenturyLink fails to meet more than one such Service Level). Customer will elect which Service Level it seeks to exercise when its claim for credits is made to CenturyLink.

**CENTURYLINK® ENTERPRISE VOICE TDM BASED SERVICES (former Level 3)
SERVICE SCHEDULE**

c. Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is Unavailable (as defined in subpart 15a 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.

LEVEL 3® Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease) Service Schedule

1. General. This Service Schedule is applicable only where Customer orders CenturyLink Ethernet Line Service (E-Line), CenturyLink Ethernet LAN Service (E-LAN), CenturyLink Ethernet Access Service (E-Access), CenturyLink Ethernet Private Line (EPL), or CenturyLink Ethernet Virtual Private Line (EVPL) Service (the "Service(s)"). It incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink 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.

2. 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 CenturyLink network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where CenturyLink 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 CenturyLink will install Service. The Customer Commit Date is established following CenturyLink'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 CenturyLink 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 CenturyLink between two locations that are served directly by CenturyLink owned (or operated and controlled) fiber and CenturyLink 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.

3. Service Description.

3.1 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.

3.2 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.

3.3 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.

LEVEL 3[®] Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease) Service Schedule

3.4 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.

3.5 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.

3.6 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 CenturyLink Performance Assurance Services.

4. Services from Others. Where Service is terminated Off-Net, Customer will provide CenturyLink with circuit facility assignment, firm order commitment and the design layout records necessary for CenturyLink to make cross-connections to the Off-Net carrier. CenturyLink's charges assume that Off-Net service: (a) will be available from CenturyLink'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 CenturyLink. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

5. Service Levels.

5.1 Installation Service Level and Service Level Credit. CenturyLink will exercise commercially reasonable efforts to install any of the Services on or before the Customer Commit Date specified for the particular Service. If an On-Net Service is not installed by the Customer Commit Date for reasons other than an Excused Outage, Customer will be entitled to a one-time service credit off of one month's monthly recurring charges ("MRC") (after application of discounts and other special pricing arrangements, if any) for the affected Service as set forth in the following table, calculated as of the time of installation. This Installation Service Level will not apply to delays resulting from (a) incorrect information, equipment, cables or software components specified or supplied by Customer, (b) Customer-requested changes to Customer Orders after submission and acceptance by CenturyLink, and (c) Customer not being ready to receive Service.

Installation Delay Beyond Customer Commit Date	Service Level Credit (% of MRC)
1 – 7 business days	5%
8 - 14 business days	15%
15 - 30 business days	25%
Greater than 30 business days	50%

5.2 Availability Service Level and Service Level Credit. If Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth below:

For Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America (On-Net and Off-Net) and Europe (On-Net only) the Availability Service Level is 99.999%:		For 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 the Availability Service Level is 99.99%:	
Cumulative E2E Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)	Cumulative E2E Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:00:26 (99.999%)	No Credit	00:00:01 - 00:04:23 (99.99%)	No Credit
00:00:27 - 00:30:00	10%	00:04:24 - 04:00:00	10%
00:30:01 – 04:00:00	30%	04:00:01 - 12:00:00	30%
04:00.01+	50%	12:00:01 +	50%

LEVEL 3[®] Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease) Service Schedule

For On-Net Unprotected EPL Service within North America, Europe, Latin America and Service that includes subsea cable the Availability Service Level is 99.1%:		For 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 the Availability Service Level is 99.9%	
Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)	Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 – 06:00:00 (99.1%)	No Credit	00:00:01– 00:43:00 (99.9%)	No Credit
06:00:01 – 10:00:00	10%	00:43:01 – 04:00:00	10%
10:00:01 – 18:00:00	30%	04:00:01 – 12:00:00	30%
18:00:01 +	50%	12:00:01 or greater	50%

For any Unprotected Service that is outside North America that contains an Off-Net component, CenturyLink will pass-through to Customer any service levels and associated credits (or other express remedies) provided to CenturyLink by the applicable third-party carrier. The Availability Service Level will not apply to Service interruptions attributable to (a) long-haul international access circuits between a CenturyLink point of presence in one country and a Customer premises in a different country, and/or (b) long-haul connectivity for STM1 and above between CenturyLink’s cable landing station in Costa Rica and either CenturyLink’s POP in San Jose, Costa Rica or Customer’s premises in Costa Rica. In the event a Service interruption attributable to a single event results in Unavailability of Service that implicates more than one credit table under this Section 5.2, only one table will be used for purposes of calculating service credits owed for all impacted Services, which will be the table resulting in the greatest service credit.

5.3 Packet Delivery, Two-Way Latency, and Jitter Service Levels and Service Level Credits.

(a) Measurement Parameters. CenturyLink’s Service Levels are based on two separate measurements. The first measurement is the average network performance between all POPs on the networks that support the Services. The second measurement is the average network performance between the specific POPs used to provide Customer’s Service. Customer will be entitled to a service credit (as set forth in Table E below) off the MRC, when one or both Service Levels as applicable are not met. CenturyLink’s Measurement Parameters are set forth below.

(i) Packet Delivery. CenturyLink measures Packet Delivery as an average each month between any two CenturyLink POPs on the networks used to provide Service(s) (“Average Network POP to POP Packet Delivery”) and, for E-Line, E-LAN, and E-Access, CenturyLink also measures service specific Packet Delivery as an average each month between the specific CenturyLink POPs associated with Customer’s Services (“Service Specific POP to POP Packet Delivery”) Any service credit for CenturyLink’s failure to meet the Packet Delivery metrics specified in the tables below in any calendar month, will be equal to 10% of the MRC for the applicable non-performing Service.

(ii) Two-Way Latency. CenturyLink measures Latency, with respect to average round-trip transmission each month, between any two CenturyLink POPs on the networks used to provide Services (“Average Network POP to POP Latency”) and, for E-Line, E-LAN, and E-Access, CenturyLink also measures service specific Latency end-to-end as an average each month between the specific CenturyLink POPs associated with Customer’s Service (“Service Specific POP to POP Two-Way Latency”) and between Customer’s CPE located at the Customer premise and the nearest CenturyLink POP on the network for the Service (“POP to CPE Latency”). Any service credit for CenturyLink’s failure to meet the latency metrics specified in the tables below in any calendar month will be equal to 10% of the MRC for the applicable non-performing Service.

(iii) Jitter. Jitter is the average variation in delay for packet transfers during each month between any two CenturyLink POPs on the networks used to provide the Services (“Average Network POP to POP Jitter”) and, for E-Line, E-LAN, and E-Access service specific average variation delay each month between the specific CenturyLink POPs associated with Customer’s Service (“Service Specific POP to POP Jitter”) Any service credit for CenturyLink’s failure to meet the Jitter metrics specified in the tables below in any calendar month will be equal to 10% of the MRC for the applicable non-performing Service.

(b) Average Network POP to POP Service Level. The Average Network POP to POP Service Levels are set forth below in Table A and based on monthly average performance between nodes on CenturyLink’s applicable Ethernet networks. Customer will be entitled to a service credit (as set forth in Table E below) off the MRC for the affected Service locations for the Measurement Parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Two-Way Latency, or Jitter Parameters for the affected Service where such failure is related to Unavailability under Section 5.2 above.

LEVEL 3[®] Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease) Service Schedule

Table A: Average Network POP to POP Service Levels*

Service Level Boundary	Measurement Parameter	Class of Service		
		Dedicated/ Premium/ High (e.g. Voice/Video)	Enhanced/Medium (e.g. Critical/Preferred Data)	Basic/ Low (e.g. Default/Bulk Data)
Intra North America (NA)	Packet Delivery	99.99%	99.95%	99.90%
	Two-Way Latency	45 ms	45 ms	45 ms
	Jitter (one-way)	3 ms	N/A	N/A
Intra EMEA and EMEA-NA	Packet Delivery	99.99%	99.95%	99.90%
	Two-Way Latency	City Pair	City Pair	City Pair
	Jitter (one-way)	<10 ms	N/A	N/A
Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Two-Way Latency	City Pair	City Pair	City Pair
	Jitter (one-way)	Regional	N/A	N/A

*The Average Network PoP to PoP service levels are based on monthly average performance between nodes on CenturyLink's network.

Appendix 1 to this Service Schedule sets forth the "City Pair" Average Round Trip Latency. Appendix 1 is available upon request. For city pairs that are not listed in Appendix 1, the following regional metrics apply per Table B. For the Rest of World Jitter measurement parameter listed as Regional, the following regional metrics apply per Table B.

Table B: Regional Two Way Latency and Jitter

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

* Add 90ms from/to the Mexico PoP

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

(c) Service Specific POP to POP Service Levels and Limitations.

(i) **Service Specific Service Levels.** When Customer orders E-Line, E-LAN, and E-Access, Customer is entitled to Service Specific POP to POP Service Levels set forth below in Tables C and D, in addition to the Average Network POP to POP Service Levels described above in Section 5.3(b). Customer will be entitled to a service credit (as set forth in Table E below) off the MRC for the affected Service locations for the Measurement 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 Parameters for the affected Service where such failure is related to Unavailability under Section 5.2 above.

Table C: Service Specific POP to POP Service Levels*

Service Level Boundary	Measurement Parameter	Class of Service		
		Dedicated	Enhanced	Basic
Intra US	Packet Delivery	99.9%	99.5%	N/A
	Two-Way	City Pair	City Pair + 3 ms	City Pair + 5 ms

LEVEL 3[®] Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease) Service Schedule

	Latency			
	Jitter (Round Trip)	3 ms	N/A	N/A
Intra EU and EU - US	Packet Delivery	99.9%	99.5%	N/A
	Two-Way Latency	City Pair	City Pair + 3 ms	City Pair + 5 ms
	Jitter (Round Trip)	<10 ms	N/A	N/A
Rest of World	Packet Delivery	99.9%	99.0%	N/A
	Two-Way Latency	City Pair	City Pair + 3 ms	City Pair + 5 ms
	Jitter (Round Trip)	Regional	N/A	N/A

*The Service Specific POP to PoP service levels are based on monthly average service specific performance between the specific CenturyLink POPs associated with Customer's Services.

Table D: POP to CPE 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 miles	+30ms	1201+ miles	ICB

Table D above provides latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table C for customer sites located within the mileage bands indicated in Table D. For circuits <15 Mbps, 12 ms will be added to the values in Table D when the underlying tail circuit transport is bonded NxT1.

(ii) **Limitations of Service Specific Service Levels.** For circuits with bandwidths of 15 Mbps or lower and the underlying tail circuit transport is bonded NxT1, the measurement of such Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer's total bandwidth utilization or bandwidth utilization by CoS exceeds 50% of the applicable contracted bandwidth. For circuits with bandwidths over 15 Mbps, the measurement of such Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer's total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. The Service Specific Service Level will not apply to any site for any calendar month if CenturyLink's measurement of Packet Delivery, Two-Way Latency or Jitter does not include at least 25% of the duration of any calendar month. Credits provided for the applicable metric are not cumulative and, in any calendar month, Customer will only be entitled to one credit per metric per E-Line, E-LAN, and E-Access site. All measurements are based on the average of the metrics for that calendar month.

(d) **Service Credits.** Table E sets out the service credits available to Customer in connection with the Packet Delivery, Two-Way Latency and Jitter Service Levels. The 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. In no event will the credits in any calendar month exceed 100% of the total MRCs (excluding local access) of the affected Service. All approved credits for a given month will be totaled and applied to Customer's next following invoice for the Service or as promptly thereafter as is practical in the event of a dispute. Credits must be requested within 30 calendar days of the end of the month in which entitlement to credit arose.

Table E. Service Level Credits – Data Delivery, Latency and Jitter

Monthly Service Parameter	Service Level Credit
Packet Delivery	10%
Two-Way Latency	10%
Jitter	10%

6. **Chronic Outage.** As its sole remedy, Customer may elect to terminate an affected EVPL Service or a Protected or Unprotected EPL, E-Line, E-Access or E-LAN Service (excluding any EPL Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage: (a) a Protected Service is Unavailable for more

LEVEL 3® Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease) Service Schedule

than one consecutive hour in each of three consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month; or (b) an Unprotected Service is Unavailable 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. The termination right must be exercised within 30 days of the event giving rise to it.

7. International Services. 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**CENTURYLINK MASTER SERVICE AGREEMENT
CENTURYLINK MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

- 1. Applicability.** This Service Schedule forms part of the Master Service Agreement between CenturyLink and Customer ("Agreement") and is applicable only where Customer orders CenturyLink 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 Port, VPN, NBIPVPN (Network Based IP VPN), 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 CenturyLink may use affiliates or third party suppliers to provide MPLS VPN Service, provided that CenturyLink remains responsible to Customer hereunder.
- 2. Service Description.** MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over CenturyLink'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 CenturyLink Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more CenturyLink 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 CenturyLink-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.
- 3. Additional features and functionality may include:**

 - a. Enhanced Reporting.** CenturyLink 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 CenturyLink 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., CenturyLink provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.
- 4. Charges.** Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the 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 CenturyLink Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.
- 5. The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:**

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

**CENTURYLINK MASTER SERVICE AGREEMENT
CENTURYLINK MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

d. Managed Network Services. As an additional Service offering, where available Customer may order CenturyLink Managed Network Services (“MNS”) in which Customer premises equipment (“CPE”) is provided by either the Customer or CenturyLink, but in all cases is managed and maintained by CenturyLink. 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 CenturyLink MPLS Service.

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

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

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

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

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

Table A: PoP to PoP

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

**CENTURYLINK MASTER SERVICE AGREEMENT
CENTURYLINK MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

	Average Two Way Latency	City Pair	City Pair	City Pair
	Jitter (one way)	< 10 ms	N/A	N/A
Rest of World	Average Packet Delivery	99.9%	99.8%	N/A
	Average Two Way Latency	City Pair	City Pair	City Pair
	Jitter (one way)	Regional	N/A	N/A

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

Table B: Regional Two Way Latency and Jitter

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

* Add 90ms from/to the Mexico PoP

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

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

Table C: End to End

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

**CENTURYLINK MASTER SERVICE AGREEMENT
CENTURYLINK MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

Intra EU and EU - US	Average Packet Delivery	99.9%	99.5%	N/A
	Average Two Way Latency	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*
	Jitter (Round Trip)	≤ 10 ms	N/A	N/A
Rest of World	Average Packet Delivery	99.5%	99.0%	N/A
	Average Two Way Latency	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*
	Jitter (Round Trip)	Regional	N/A	N/A

d. **Credits for SLAs above.** All SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Credit percentages are applied to the MRC of the CIR/CDR rate, port charge, and local access circuits for applicable sites only. In no event will SLA credits in any calendar month exceed 100% of the total MRCs (excluding local access) for the affected Site(s). All approved SLA credits requested by Customer for a given month will be totaled and applied to Customer's next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.

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

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

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:04:18 (99.99%)	No Credit
00:04:19– 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

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

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:43:00 (99.9%)	No Credit
00:43:01 – 04:00:00	10%

**CENTURYLINK MASTER SERVICE AGREEMENT
CENTURYLINK MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

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

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

- e. **Smart Demarcation Opt-Out.** Where Smart Demarcation is required by CenturyLink and Customer wants the Service provisioned without Smart Demarcation, CenturyLink agrees upon Customer's request to meet with Customer to discuss alternative options (if available).
- f. **Chronic Outage.** As its sole remedy, Customer may elect to terminate an affected MPLS VPN Service, or if applicable an affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage: such MPLS Service is Unavailable (as defined in Section 5(d)(i) above) in any calendar month for: (i) twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event, or (ii) more than 24 aggregate hours during a 30-day period.. Customer may only terminate such Service that is Unavailable as described above, and must exercise its right to terminate the affected Service under this Section, in writing, within 30 days after the event giving rise to a right of termination. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order.
- g. **Installation Service Level.** CenturyLink will exercise commercially reasonable efforts to install each MPLS VPN Service on or before the Customer Commit Date for the particular Service. This installation Service Level shall not apply to Orders that contain incorrect information supplied by Customer or Orders that are altered at Customer request after submission and acceptance by CenturyLink. In the event CenturyLink does not meet this Installation Service Level for a particular MPLS VPN Service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges 1 day of the pro rata share of the MRC associated with the affected MPLS VPN service up to a monthly maximum credit of 10 days.
- h. **SLA Limitations.** For circuits with Bandwidths of 15 Mbps or lower, the measurement of such Data Delivery, Latency and Jitter also excludes any time period that Customer's total bandwidth utilization or bandwidth utilization by CoS exceeds fifty percent (50%) of the applicable contracted bandwidth. For circuits with bandwidths over 15 Mbps, the measurement of such Data Delivery, Latency and Jitter also excludes any time period that Customer's total bandwidth utilization exceeds seventy percent (70%) of the applicable contracted bandwidth. The Enhanced Management SLA shall not apply to any site for any calendar month if CenturyLink's measurement of Data Delivery, Latency or Jitter does not include at least twenty five percent (25%) of the duration of any calendar month. Credits provided for the applicable metric are not cumulative and, in any calendar month, Customer shall only be entitled to one credit per metric per site. All measurements are based on the average of the metrics for that calendar month.
9. **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 CenturyLink, provided however, if Customer requests to resell any Converged Services such permission from CenturyLink must be in the form of an amendment signed by authorized representatives of both parties.
10. **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 CenturyLink

**CENTURYLINK MASTER SERVICE AGREEMENT
CENTURYLINK MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

Affiliate which provides the local Service(s) containing terms necessary to comply with local laws/regulations, and such CenturyLink Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

11. Business Contact Information. Customer must provide to CenturyLink the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to CenturyLink's delivery of international Service under this Service Schedule. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about CenturyLink's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to CenturyLink's processing of their Business Contact Information for the purposes set forth in this Service 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 CenturyLink promptly of staffing or other changes that affect CenturyLink's use of Business Contact Information. CenturyLink will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. CenturyLink will use the information only for the express purposes set forth in this Service Schedule. CenturyLink will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

12. Withholding Taxes. 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 CenturyLink hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay CenturyLink such amounts as would have been necessary so that the aggregate net amount received by CenturyLink after application of a Withholding Tax is the same amount as would have been received by CenturyLink if there had been no requirement to deduct or withhold such tax.

CENTURYLINK® NETWORK PROTECTION SERVICE

SERVICE SCHEDULE

1. Applicability. This Schedule is applicable only where Customer orders CenturyLink® Network Protection Service (“NPS” or “Service”), provided by Level 3 Communications, LLC, a CenturyLink affiliate (“CenturyLink”). Customer must purchase certain CenturyLink Qualifying Internet Services to use NPS. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the “Agreement”). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. If a conflict exists among the provisions of the Service Attachments, the order of priority will be the Service Schedule and then the Agreement.

2. Definitions.

“Excused Outage” will also mean, for purposes of this Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the applicable Service Level, for (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (c) the unavailability of required Customer personnel or the inability of CenturyLink to contact Customer related to the Service, including as a result of failure to provide CenturyLink with accurate, current contact information (including email) and an up to date escalation list; (d) CenturyLink’s lack of access to the Customer premises where reasonably required to restore the Service; (e) Customer’s failure to release the Service for testing or repair and/or continuing to use the Service on an impaired basis; (f) Customer’s failure to provide timely approvals and/or consents, including allowing CenturyLink to retune the Service as required for CenturyLink to provide the Service; (g) improper or inaccurate network specifications provided by Customer; or (h) Customer is in breach of its obligations under the Agreement or this Service Schedule.

“Flow Based Monitoring” or “FBM” is an optional feature that provides 24x7 proactive monitoring of attacks.

“Null route” or “black hole route” is a network route that goes nowhere. Matching packets are dropped or ignored rather than forwarded.

“Portal” means the Service specific web-based portal to which Customer will have access in order to monitor Customer’s traffic and view events.

“Qualifying Internet Services” means CenturyLink and its affiliates’ Internet Services that are compatible with the Service; all subject to availability and provided under separate terms and conditions.

“Regularly Scheduled Maintenance” means any scheduled maintenance performed to the CenturyLink network, routers and monitoring equipment. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, CenturyLink will: (a) provide Customer seven (7) days’ prior written notice; (b) work with Customer to minimize interruptions; and (c) use commercially reasonable efforts to perform maintenance between midnight and 6:00 a.m. local time. Emergency maintenance may be performed on less or no notice.

“Special Unavailability” means unavailability of the Service due to (a) Customer misuse; (b) other negligent or unlawful acts by Customer or Customer Representatives; (c) network unavailability, including telecommunications or Internet failures outside the CenturyLink network; (d) problems with Customer provided servers, routers, equipment, applications or systems; (e) Customer’s sustained traffic load reaching a point that causes material degradation to or outage of the underlying Qualifying Internet Service; or (f) any other action or inaction by a third party. Whether Special Unavailability is present will be determined by CenturyLink in its good faith discretion supported by records, data and other evidence.

“Suspension” means CenturyLink’s suspension of the Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.

3. Service Description.

3.1 CenturyLink uses its applied access control lists (“ACLs”) and performance rules to mitigate volumetric attacks or limit the traffic that is permitted across the Qualifying Internet Service.

3.2 FBM is available only to Customers with a Qualifying Internet Service that choose monitoring either from CenturyLink provider edge routers or Customer owned and managed equipment. FBM requires a reliable feed of netflow sampling and SNMP specific to the Customer’s traffic which CenturyLink will obtain from the Qualifying Internet Service used by Customer for the Service. FBM may not be available in all regions or countries and is subject to availability. Notwithstanding the foregoing, CenturyLink reserves the right at any time to: (i) change, add or supplement the monitoring tools; (ii) increase or decrease the monitoring tools’ sensitivity to anomalous IP traffic patterns; and (iii) modify the definition of anomalous IP traffic patterns that may indicate an attack.

3.3 CenturyLink may, at its sole discretion and without liability, change, modify, or replace any of its network hardware, software, or equipment used to deliver NPS. Modifications will not have a material adverse effect on the level or quality of the features or functionalities of NPS.

CENTURYLINK® NETWORK PROTECTION SERVICE

SERVICE SCHEDULE

- 4. Acceptance; Service Commencement Date.** Orders shall describe the scope of NPS, including the Service Term, location and rate. CenturyLink's acceptance of the individual Order is evidenced by the provision of the relevant sample filter to Customer. Notwithstanding any other Service Commencement Date or billing commencement definition in the Agreement, the Service Commencement Date and the date CenturyLink will start billing for NPS, is the date CenturyLink deploys the filter on the router, regardless of whether the filter is active on the CenturyLink edge router serving Customer's Qualifying Internet Service.
- 5. Charges.** The charges for NPS consist of 2 components: (a) a non-recurring installation charge ("NRC"); and (b) a monthly recurring charge ("MRC") billed in advance based on the committed data rate (also referred to as committed information rate) associated with the underlying Qualifying Internet Service. The MRC and NRC for FBM is based on each piece of Customer owned and managed equipment when monitoring occurs from the Customer premise or for each logical circuit when monitoring occurs from CenturyLink provider edge routers directly from which FBM collects netflow sampling.

NPS includes limited logging and reporting capabilities that require Customer to submit a request through the Security Operations Center ("SOC"). CenturyLink will provide reasonably requested reports where possible. Customer can request up to 2 changes to filters or ACLs per month while not under attack at no additional charge. Customer can request additional changes subject to a time and materials charge ("T&M") basis at \$150.00/hour. Filter or ACL rule changes implemented during attack mitigation will not count against this limit, and are provided at no additional charge.

Charges 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 www.centurylink.com/taxes.

- 6. Customer Responsibilities and Acknowledgements.** In order for CenturyLink to provide NPS, Customer will:

- 6.1** Provide and maintain an accurate list of authorized contacts ("Customer Representatives") who can request changes to the rules implemented to protect against attacks;
- 6.2** Identify the specific circuit IDs to which ACLs or filters will apply;
- 6.3** Provide SOC information regarding changes to the rules in the event of an attack that will include, at a minimum, target host/IP address, protocol (TCP or UDP) and destination port;
- 6.4** Approve or reject CenturyLink provided ACLs or filters within 1 business day following delivery from CenturyLink. In the absence of such approval, deployment of the filtering capability will occur (however it will not be actively applied to the interface) as communicated by CenturyLink and billing will commence;
- 6.5** Provide CenturyLink with all updated IP addresses that will be monitored;
- 6.6** Cooperate with CenturyLink and CenturyLink's vendors in coordinating setup of the Service;
- 6.7** Expressly consent to and understand that in the performance of its obligations in this Service Schedule, CenturyLink (or its vendors) may correlate Customer traffic information (and not attributable to any customer) on the Service infrastructure which is located in a country other than the country of origination and/or destination of traffic; and
- 6.8** Establish and consistently maintain its security policies and devices for defense and protection of its assets. In addition, Customer is solely responsible to ensure that its use of the Service does not violate any laws, security policies or regulations, including the manner in which the Service is used or accessed by Customer or its authorized users.
- 6.9** Notwithstanding anything to the contrary in the Agreement, Customer agrees that CenturyLink may use meta data that it generates, monitors and/or captures in connection with providing the Service and/or determining trends or threat intelligence, and Customer represents and warrants that it has in place any necessary third party consents, permissions and/or rights to grant the foregoing rights to CenturyLink.
- 6.10** Customer acknowledges that CenturyLink's access to Customer information is generally limited to machine/system generated logs and/or metrics that allows CenturyLink to provide the Service.

CENTURYLINK® NETWORK PROTECTION SERVICE

SERVICE SCHEDULE

6.11 Acknowledgement. Customer understands that NPS may result in disruptions of and/or damage to Customer, its end-users or third parties' information systems and the information and data these contain, including but not limited to denial of access to a legitimate system user. CenturyLink has no responsibility for backing up data prior to deploying NPS 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.

6.12 Portal Data. CenturyLink, through its third party provider, collects a minimal amount of information about Customer personnel that are authorized to access the Portal. The personal data collected and used with respect to the Portal includes portal enrollment information, consisting of name, business email address, administrative authorizations and login credentials, and Portal event data, consisting of high-level information about individual user's actions within the Portal. CenturyLink will only use this information to provide access to the Portal and provide Customer with information about actions taken within the Portal.

6.13 In the event Customer or CenturyLink determine the Service is being affected by a continuing error, conflict, 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 CenturyLink to remove the same); or (ii) removing or modifying the system (e.g. browser, the servers making API calls) that interact with Service portal and APIs. If Customer has not remedied the Chronic Problem within 30 days of request by CenturyLink, then CenturyLink may suspend or terminate the Service. Service Levels will not apply and Customer will not be entitled to receive a credit or exercise a termination right under an applicable Service Level during periods of Chronic Problems caused by Customer.

7. CenturyLink Responsibilities. Customer will be provided a standard runbook which includes the rules of engagement in case the Customer is under an attack and needs assistance deploying ACLs. As part of NPS, SOC will assist with basic preventative measures that include:

7.1 Applying a temporary or permanent ACL for the location specified in the Order with up to 50 rules on upstream approved routers.

7.2 Configure Null routes

7.3 Setup firewall filters on compatible upstream approved routers. Customer can specify filters with

- IPs, subnets, ports, protocol
- SOC may develop filter for unknown attacks in some cases

7.4 Configure rate limits on upstream approved routers

7.5 Provide direct priority access to SOC engineering

8. Portal Use. If CenturyLink provides Customer with Portal access in connection with the Service, Customer will access the Portal solely for use with the Service in accordance with this Service Schedule, the Agreement and any additional terms and conditions referenced in the Portal, and Customer will be responsible for any unauthorized access or use. 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 will accept and comply with the End User Rules of Use associated with the 2FA Tokens. The 2FA tokens will be disabled for accounts that have not been active in more than six (6) months requiring users to request new tokens if they wish to reestablish access. Customer is responsible for maintaining the confidentiality of all usernames and passwords created by or assigned ("Credentials"), and are solely responsible for all activities that occur under such Credentials. Customer agrees to notify CenturyLink promptly of any actual or suspected unauthorized use of any Credentials. CenturyLink reserves the right to terminate any Credentials that CenturyLink reasonably determines may have been accessed or used by an unauthorized third party, and will provide immediate notice of such to Customer.

9. Personal Data. Customer and CenturyLink acknowledge that it may be necessary to provide the other party with personal data or to access personal data of the other party as necessary for the performance of each party's obligations under the Agreement and/or this Service Schedule, including, but not limited to and where applicable, employees' and authorized representatives' names, business contact information, technical or operational data (such as online identifiers), credentials to access portals and other platforms made available by one party to the other and similar personal data. The parties acknowledge and agree that each is a controller with respect to any such personal data exchanged under the Agreement and/or this Service Schedule, and any such personal data is

CENTURYLINK® NETWORK PROTECTION SERVICE

SERVICE SCHEDULE

provided on a controller-to-controller basis. Any personal data exchanged in accordance with this Section will be limited to the extent necessary for the parties to perform their obligations or exercise their rights under the Agreement or this Service Schedule. As used in this Section, the terms "personal data," "processing," "processor" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party. Unless otherwise set forth in the Agreement, CenturyLink personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and CenturyLink will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to comply with laws governing the relationship between a controller and processor with respect to the processing of personal data described in this Section, including, without limitation, any agreements required to facilitate necessary cross-border personal data transfers. Customer will be responsible for notifying CenturyLink whether such written agreements are required based on the nature of the data being processed.

10. Additional Disclaimer of Warranty; Liability.

10.1 Customer acknowledges the Services endeavor to mitigate security events, but such events, even if determined to be attacks, may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services in accordance with the SLA, the Services are otherwise provided "as-is". CENTURYLINK 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 OR CONNECTIONS OR SYSTEM PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT CENTURYLINK'S RECOMMENDATIONS, ASSESSMENTS, TESTS, REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. CenturyLink will not be obligated to provide any defense, indemnity or hold harmless obligations with regard to any actual or alleged claim, liability, damage, expense or fees arising in connection with Customer's use of NPS (or software, if any) or otherwise arising in connection with NPS. Neither CenturyLink 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.

10.2 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to a claim will not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to CenturyLink 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").

11. Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Schedule without the express written consent of CenturyLink.

12. Additional Terms and Conditions Associated with the Service. CenturyLink may temporarily suspend any NPS immediately in the event CenturyLink has a good faith belief that Suspension is reasonably necessary to mitigate damage or liability that may result from Customer's continued use of the NPS. In the event of any expiration or termination of any NPS, Customer's access to the applicable NPS will end and CenturyLink will not be responsible for assisting Customer with any transition to an alternative provider.

13. Service Level Agreement ("Service Levels" or "SLAs") and Remedies. The Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by CenturyLink in its good faith discretion supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. To receive credits, Customer must immediately notify CenturyLink in writing of a Service issue, but in no event later than 30 calendar days after the incident. Service Levels do not apply to Excused Outages, periods of Special Unavailability, period of Suspension or Chronic Problems.

13.1 Time to Respond Service Level ("TTR SLA"):

SOC will respond to Customer's request to deploy ACLs within 30 minutes of receiving a call or a ticket to SOC from an authorized Customer Representative. SOC contact information is listed via <http://repairescalations.centurylink.com/>. If SOC fails to meet the TTR SLA, Customer will be entitled to a service credit off of the NPS MRC, as follows:

CENTURYLINK® NETWORK PROTECTION SERVICE

SERVICE SCHEDULE

Time to Respond	SLA Credit
00:31:00 - 01:00:00	10% of MRC
01:01:00 - 02:00:00	25% of MRC
02:00:00 and above	50% of MRC

Activities that require traffic analysis and/or custom ACL development are not covered under the TTR SLA. In no event will Customer receive a credit for more than 1 incident per day pursuant to the terms of this Section, regardless of the number of times CenturyLink fails to comply with the TTR SLA during that day. In no event will credits in a given calendar month exceed 1 month's MRC for the affected Service.

13.2 Platform Availability Service Levels

CenturyLink will use commercially reasonable efforts to make the Service available to Customer one hundred percent (100%) of the time (the "Availability SLA"). For purposes of this Availability SLA, a "Availability Service Outage" means the Service is unavailable to Customer for more than 60 consecutive seconds in a calendar month. The duration of the Availability Service Outage will be determined by CenturyLink in its good faith discretion using information collected from CenturyLink trouble tickets and/or data collected from the performance of the Service.

In the event a Availability Service Outage lasts more than 60 seconds but less than 4 consecutive hours, CenturyLink will provide a service credit to Customer equal to 10 days of the MRC associated with the Service at the affected location (the MRC of the affected location ÷ 30 calendar days x 10).

In the event an Availability Service Outage lasts more than 4 consecutive hours, CenturyLink will provide a service credit to Customer equal to a full month of the MRC associated with the Service at the affected location (MRC of the affected location ÷ 30 calendar days x 30).

In no event will Customer receive a credit for more than 1 incident per day regardless of the number of times CenturyLink fails to comply with the Availability SLA during that day.

13.3 Chronic Termination Right. In addition to Customer being entitled to the above credit(s), as Customer's sole remedy for any non-performance of the Service, the following additional termination rights apply:

(i) in the event a Availability Service Outage extends for 3 or more consecutive days, Customer will have the right, for 30 days following the start of such Availability Service Outage, to terminate the affected Service under the applicable Order without early termination liability;

(ii) in the event of 5 separate occurrences of Availability Service Outage each lasting at least 60 minutes in a 90 day period, Customer will have the right, for 30 days following the 5th such occurrence, to terminate the affected Service under the applicable Order without early termination liability; and

(iii) if Customer has procured the Qualifying Internet Service from CenturyLink as part of the Service, Customer's termination rights extend to such CenturyLink Internet Service.

13.4 General Terms for all Service Levels. To be eligible for credits, Customer must be current in its obligations and Customer must contact CenturyLink 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 only apply against the applicable MRC for the affected Service, and will not apply to any other services provided by CenturyLink. Duplicative credits (e.g., for both a TTR SLA and TTM SLA) will not be awarded for a single failure, incident or outage. The aggregate credits in any calendar month will not exceed 100% of the MRC of the affected Service. The Service Level credits and termination rights stated in this Service Schedule will be Customer's sole and exclusive remedies with respect to any service failure or outage.

CenturyLink's SLA only applies to the respective vendors' supported configurations at the time SLA support requests are triggered. If any configuration, version, system or third party software is identified as "unsupported" by a vendor, CenturyLink's SLA (including availability of Service Credits) will no longer apply and any support by CenturyLink will be reasonable efforts only. In addition, and at CenturyLink's reasonable discretion: 1) Customer may be required to purchase vendor supported upgrades at an additional cost to allow CenturyLink to continue to provide the Services or; 2) CenturyLink may elect to charge the Customer for any support or additional tasks/work incurred resulting from Customers' continued use of an unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink will have no liability therefrom.

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3[®] PRIVATE LINE SERVICE (LEASE)
SERVICE SCHEDULE**

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

"On-Net" means Service provided on the network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment. Services that are not On-Net are Off-Net.

"Customer Commit Date" means the date by which Level 3 will install Service. The Customer Commit Date is communicated upon Level 3's acceptance of a Customer Order.

"E2E" means end to end, and includes the On-Net and Off-Net components of Services within North America

"Protected" means any Service designated as such in an Order. Protected Services generally 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" or "Unavailability" means a break in transmission measured from the first of 10 consecutive severely erred seconds ("SESS") until the first of 10 consecutive non-SESSs, where an SES is a second with a bit error ratio of greater than or equal to 1 in 1000.

2. **Service Description.** Private Lines are point to point circuits between 2 standard TDM or SONET/SDH interfaces. A Hub Facility Service provides a single high bandwidth DS3/E3 or STMn/OCn terminating interface at Customer's location and a multiplexed terminating interface at Level 3's site allowing for the aggregation of lower bandwidth Private Line Services. Customer will incur applicable charges for the Hub Facility and all individual Private Line Services delivered across the Hub Facility.

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

3. **Services from Others.** Where Service is terminated Off-Net, Customer will provide Level 3 with circuit facility assignment, firm order commitment and the design layout records necessary for Level 3 to make cross-connections to the Off-Net carrier. Level 3's charges assume that Off-Net service: a) will be available from Level 3'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 Level 3. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

4. **Service Levels.**

(A) **Installation Service Level.** Level 3 will exercise commercially reasonable efforts to install any On-Net Private Line and Hub Facility Service on or before the Customer Commit Date specified for the particular Service. This Installation Service Level shall not apply to delays resulting from (i) incorrect information, equipment, cables or software components specified or supplied by Customer, (ii) Customer-requested changes to Customer Orders after submission and acceptance by Level 3, and (iii) Customer not being ready to receive Service. If an On-Net Private Line is not installed by the Customer Commit Date for reasons other than an Excused Outage, Customer shall be entitled to a one-time service credit off of one month's monthly recurring charges ("MRC") (after application of discounts and other special pricing arrangements, if any) for the affected On-Net Private Line or Hub Facility Service as set forth in the following table, calculated as of the time of installation:

Installation Delay Beyond Customer Commit Date	Service Level Credit (% of MRC)
1 – 7 business days	5%
8-14 business days	15%
15-30 business days	25%
Greater than 30 business days	50%

(B) **Availability Service Level.** In the event that Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC (after application of discounts and other special pricing arrangements, if any) for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth below:

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3® PRIVATE LINE SERVICE (LEASE)
SERVICE SCHEDULE**

For all E2E Protected Private Line or Hub Facility Service
Service within North America and On-Net Protected Private Line or Hub Service within Europe (excluding Service that includes subsea cable)

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:00:26	No Credit
00:00:27 - 00:30:00	10%
00:30:01 - 04:00:00	30%
04:00:01+	50%

For all On-Net Protected Private Line or Hub Facility Service within Latin America and Service that includes subsea cable

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:04:23	No Credit
00:04:24 - 04:00:00	10%
04:00:01 - 12:00:00	30%
12:00:01 +	50%

For all On-Net Unprotected Private Line or Hub Facility Service within North America, Europe, Latin America and Service that includes Subsea cable:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 – 06:00:00	No Credit
06:00:01 – 10:00:00	10%
10:00:01 – 18:00:00	30%
18:00:01 +	50%

For any Private Line or Hub Facility Service that is outside of North America and contains an Off-Net component, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Level 3 by the applicable third party carrier.

The Availability Service Level shall not apply to Service interruptions attributable to (i) long-haul international access circuits between a Level 3 point of presence in one country and a Customer premises in a different country, and/or (ii) long-haul connectivity for STM1 and above between Level 3's cable landing station in Costa Rica and either Level 3's POP in San Jose, Costa Rica or Customer's premises in Costa Rica. In the event a Service interruption attributable to a single event results in Unavailability of Service that implicates more than one credit table under Section 4(B), only one table will be used for purposes of calculating Service Level Credit owed for all impacted Services, which shall be the table resulting in the lowest Service Level Credit as applied to all Services impacted by the interruption.

5. Chronic Outage. As its sole remedy, Customer may elect to terminate an affected Protected or Unprotected Private Line or Hub Facility Service (excluding any Private Line or Hub Facility Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage: (a) a Protected Service is Unavailable for more than 1 consecutive hour in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month; or (b) an Unprotected Service is Unavailable for more than 12 consecutive hours in each of 3 consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

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

Domestic CenturyLink IQ® Networking

Data Network Services

Basic Access	Installation Cost	Monthly Recurring Cost - Local Access	Monthly Recurring Cost - Port
DSO-T1	\$0.00	\$150.00	na
DS-Clear Channel T3	\$0.00	ICB	na
SONET:			
OC3	\$0.00	ICB	na
OC12	\$0.00	ICB	na
OC48	\$0.00	ICB	na
OC192	\$0.00	ICB	na
Multiprotocol Label Switch (MPLS)	Installation Cost	Monthly Recurring Cost - Local Access	Monthly Recurring Cost - Port
1 Mbps	\$0.00	ICB	\$90.00
2 Mbps	\$0.00	ICB	\$158.00
3 Mbps	\$0.00	ICB	\$170.00
4 Mbps	\$0.00	ICB	\$174.00
5 Mbps	\$0.00	ICB	\$178.00
6 Mbps	\$0.00	ICB	\$188.00
7 Mbps	\$0.00	ICB	\$198.00
8 Mbps	\$0.00	ICB	\$208.00
9 Mbps	\$0.00	ICB	\$218.00
10 Mbps	\$0.00	ICB	\$235.00
20 Mbps	\$0.00	ICB	\$299.00
30 Mbps	\$0.00	ICB	\$372.00
40 Mbps	\$0.00	ICB	\$444.00
50 Mbps	\$0.00	ICB	\$549.00
60 Mbps	\$0.00	ICB	\$578.00
70 Mbps	\$0.00	ICB	\$634.00
80 Mbps	\$0.00	ICB	\$683.00
90 Mbps	\$0.00	ICB	\$733.00
100 Mbps	\$0.00	ICB	\$775.00
200 Mbps	\$0.00	ICB	\$1,444.00
300 Mbps	\$0.00	ICB	\$1,945.00
400 Mbps	\$0.00	ICB	\$2,289.00
500 Mbps	\$0.00	ICB	\$2,594.00
600 Mbps	\$0.00	ICB	\$2,823.00
700 Mbps	\$0.00	ICB	\$3,026.00
800 Mbps	\$0.00	ICB	\$3,200.00
900 Mbps	\$0.00	ICB	\$3,360.00
1 Gbps	\$0.00	ICB	\$3,505.00
2 Gbps	\$0.00	ICB	\$7,390.00

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

3 Gbps	\$0.00	ICB		\$10,863.00
4 Gbps	\$0.00	ICB		\$12,784.00
	\$0.00	ICB		\$14,487.00
6 Gbps	\$0.00	ICB		\$15,766.00
7 Gbps	\$0.00	ICB		\$16,900.00
8 Gbps	\$0.00	ICB		\$17,872.00
9 Gbps	\$0.00	ICB		\$18,765.00
10 Gbps	\$0.00	ICB		\$19,575.00
Ethernet Services:	Installation Cost	Monthly Recurring Cost - Local Access "A"	Monthly Recurring Cost - Local Access "Z"	Monthly Recurring Cost - IXC
<i>Ethernet Private Line (EPL)</i>				
1 Mbps	\$0.00	ICB	ICB	\$188.00
2 Mbps	\$0.00	ICB	ICB	\$188.00
3 Mbps	\$0.00	ICB	ICB	\$188.00
4 Mbps	\$0.00	ICB	ICB	\$188.00
5 Mbps	\$0.00	ICB	ICB	\$188.00
6 Mbps	\$0.00	ICB	ICB	\$214.00
7 Mbps	\$0.00	ICB	ICB	\$214.00
8 Mbps	\$0.00	ICB	ICB	\$214.00
9 Mbps	\$0.00	ICB	ICB	\$214.00
10 Mbps	\$0.00	ICB	ICB	\$214.00
20 Mbps	\$0.00	ICB	ICB	\$243.00
30 Mbps	\$0.00	ICB	ICB	\$276.00
40 Mbps	\$0.00	ICB	ICB	\$276.00
50 Mbps	\$0.00	ICB	ICB	\$276.00
60 Mbps	\$0.00	ICB	ICB	\$314.00
70 Mbps	\$0.00	ICB	ICB	\$314.00
80 Mbps	\$0.00	ICB	ICB	\$314.00
90 Mbps	\$0.00	ICB	ICB	\$314.00
100 Mbps	\$0.00	ICB	ICB	\$314.00
200 Mbps	\$0.00	ICB	ICB	\$406.00
300 Mbps	\$0.00	ICB	ICB	\$461.00
400 Mbps	\$0.00	ICB	ICB	\$524.00
500 Mbps	\$0.00	ICB	ICB	\$595.00
600 Mbps	\$0.00	ICB	ICB	\$676.00
700 Mbps	\$0.00	ICB	ICB	\$769.00
800 Mbps	\$0.00	ICB	ICB	\$873.00
900 Mbps	\$0.00	ICB	ICB	\$992.00
1 Gbps	\$0.00	ICB	ICB	\$1,128.00
2 Gbps	\$0.00	ICB	ICB	ICB
3 Gbps	\$0.00	ICB	ICB	ICB
4 Gbps	\$0.00	ICB	ICB	ICB
5 Gbps	\$0.00	ICB	ICB	ICB

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

6 Gbps	\$0.00	ICB	ICB	ICB
7 Gbps	\$0.00	ICB	ICB	ICB

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

8 Gbps	\$0.00	ICB	ICB	ICB
9 Gbps	\$0.00	ICB	ICB	ICB
10 Gbps	\$0.00	ICB	ICB	ICB
Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service				
Ethernet Virtual Private Line (EVPL) - Include pricing for various types of EVCs if applicable.				
	Installation Cost	Monthly Recurring Cost - Local Access "A"	Monthly Recurring Cost - Local Access "Z"	Monthly Recurring Cost - IXC
1 Mbps	\$0.00	ICB	ICB	\$188.00
2 Mbps	\$0.00	ICB	ICB	\$188.00
3 Mbps	\$0.00	ICB	ICB	\$188.00
4 Mbps	\$0.00	ICB	ICB	\$188.00
5 Mbps	\$0.00	ICB	ICB	\$188.00
6 Mbps	\$0.00	ICB	ICB	\$214.00
7 Mbps	\$0.00	ICB	ICB	\$214.00
8 Mbps	\$0.00	ICB	ICB	\$214.00
9 Mbps	\$0.00	ICB	ICB	\$214.00
10 Mbps	\$0.00	ICB	ICB	\$214.00
20 Mbps	\$0.00	ICB	ICB	\$243.00
30 Mbps	\$0.00	ICB	ICB	\$276.00
40 Mbps	\$0.00	ICB	ICB	\$276.00
50 Mbps	\$0.00	ICB	ICB	\$276.00
60 Mbps	\$0.00	ICB	ICB	\$314.00
70 Mbps	\$0.00	ICB	ICB	\$314.00
80 Mbps	\$0.00	ICB	ICB	\$314.00
90 Mbps	\$0.00	ICB	ICB	\$314.00
100 Mbps	\$0.00	ICB	ICB	\$314.00
200 Mbps	\$0.00	ICB	ICB	\$406.00
300 Mbps	\$0.00	ICB	ICB	\$461.00
400 Mbps	\$0.00	ICB	ICB	\$524.00
500 Mbps	\$0.00	ICB	ICB	\$595.00
600 Mbps	\$0.00	ICB	ICB	\$676.00
700 Mbps	\$0.00	ICB	ICB	\$769.00
800 Mbps	\$0.00	ICB	ICB	\$873.00
900 Mbps	\$0.00	ICB	ICB	\$992.00
1 Gbps	\$0.00	ICB	ICB	\$1,128.00
2 Gbps	\$0.00	ICB	ICB	ICB
3 Gbps	\$0.00	ICB	ICB	ICB
4 Gbps	\$0.00	ICB	ICB	ICB

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

5 Gbps	\$0.00	ICB	ICB	ICB
6 Gbps	\$0.00	ICB	ICB	ICB
7 Gbps	\$0.00	ICB	ICB	ICB
8 Gbps	\$0.00	ICB	ICB	ICB
9 Gbps	\$0.00	ICB	ICB	ICB
10 Gbps	\$0.00	ICB	ICB	ICB

Digital Subscriber Line (DSL) or similar service. Include all rate plans.

- (i) CenturyLink does not support DSL in this region

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

Level 3® MPLS (IPVPN and VPLS) VPN Service

IP VPN Pricing

CDR Mbps	Basic/Enhanced Port	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
1	Ethernet (10 Mb)	\$226.70	\$215.37	\$204.03	\$192.70
1.536	T1 (1.5 Mb)	\$141.26	\$134.20	\$127.13	\$120.07
2	Ethernet (10 Mb)	\$168.90	\$152.06	\$143.37	\$135.23
3	Ethernet (10 Mb)	\$200.94	\$180.84	\$171.07	\$160.75
3.072	2xT1 (3.072 Mb)	\$180.95	\$171.91	\$162.86	\$153.81
4	Ethernet (10 Mb)	\$223.68	\$212.49	\$200.94	\$188.99
4.608	3xT1 (4.608 Mb)	\$252.53	\$227.55	\$214.51	\$202.02
5	Ethernet (10 Mb)	\$267.00	\$253.65	\$240.30	\$226.95
6	Ethernet (10 Mb)	\$289.17	\$271.54	\$256.33	\$241.12
6.144	4xT1 (6.144 Mb)	\$330.16	\$313.66	\$297.15	\$280.64
7	Ethernet (10 Mb)	\$328.97	\$312.52	\$296.07	\$279.62
7.68	5xT1 (7.680 Mb)	\$350.28	\$315.53	\$297.60	\$280.23
8	Ethernet (10 Mb)	\$368.77	\$332.36	\$313.90	\$295.43
9	Ethernet (10 Mb)	\$401.87	\$361.69	\$341.59	\$321.50
9.213	6xT1 (9.216 Mb)	\$480.01	\$456.01	\$432.01	\$408.01
10	Ethernet (10 Mb)	\$434.46	\$391.01	\$369.29	\$347.57
10	DS3 (44.736 Mb)	\$755.67	\$717.88	\$680.10	\$642.32
10	Fast Ethernet (100 Mb)	\$435.77	\$413.98	\$392.19	\$370.40
20	Fast Ethernet (100 Mb)	\$440.81	\$418.77	\$396.73	\$374.69
20	DS3 (44.736 Mb)	\$760.71	\$722.67	\$684.63	\$646.60
30	Fast Ethernet (100 Mb)	\$566.75	\$538.41	\$510.08	\$481.74
30	DS3 (44.736 Mb)	\$886.65	\$842.32	\$797.98	\$753.65
40	Fast Ethernet (100 Mb)	\$682.62	\$648.49	\$614.36	\$580.23
40	DS3 (44.736 Mb)	\$1,002.52	\$952.39	\$902.27	\$852.14
44.736	DS3 (44.736 Mb)	\$977.45	\$928.58	\$879.71	\$830.83
50	Fast Ethernet (100 Mb)	\$730.48	\$693.95	\$657.43	\$620.91
60	Fast Ethernet (100 Mb)	\$642.32	\$610.20	\$578.09	\$545.97
70	Fast Ethernet (100 Mb)	\$743.07	\$705.92	\$668.77	\$631.61
80	Fast Ethernet (100 Mb)	\$743.07	\$705.92	\$668.77	\$631.61
90	Fast Ethernet (100 Mb)	\$831.23	\$789.67	\$748.11	\$706.55
100	OC3 (155 Mb)	\$1,385.39	\$1,316.12	\$1,246.85	\$1,177.58
100	OC12 (622 Mb)	\$1,612.09	\$1,531.49	\$1,450.88	\$1,370.28
100	Fast Ethernet (100 Mb)	\$919.40	\$873.43	\$827.46	\$781.49
100	Gig-Ethernet (1000 Mb)	\$1,234.26	\$1,172.54	\$1,110.83	\$1,049.12
130	OC3 (155 Mb)	\$1,551.64	\$1,474.06	\$1,396.47	\$1,318.89
155	OC3 (155 Mb)	\$1,458.54	\$1,312.69	\$1,239.76	\$1,166.83
200	OC12 (622 Mb)	\$2,342.57	\$2,225.44	\$2,108.31	\$1,991.18
200	Gig-Ethernet (1000 Mb)	\$1,600.71	\$1,440.81	\$1,360.51	\$1,280.57

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

300	OC12 (622 Mb)	\$2,506.30	\$2,380.98	\$2,255.67	\$2,130.35
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Basic/Enhanced		MRC			
CDR Mbps	Port	1-Yr	2-Yr	3-Yr	5-Yr
300	Gig-Ethernet (1000 Mb)	\$2,128.46	\$1,948.08	\$1,839.85	\$1,731.63
400	OC12 (622 Mb)	\$2,745.59	\$2,608.31	\$2,471.03	\$2,333.75
400	Gig-Ethernet (1000 Mb)	\$2,367.76	\$2,249.37	\$2,130.98	\$2,012.59
500	OC12 (622 Mb)	\$3,249.37	\$3,086.90	\$2,924.43	\$2,761.96
500	Gig-Ethernet (1000 Mb)	\$2,871.54	\$2,727.96	\$2,584.38	\$2,440.81
600	OC12 (622 Mb)	\$3,450.88	\$3,278.34	\$3,105.79	\$2,933.25
600	Gig-Ethernet (1000 Mb)	\$3,073.05	\$2,919.40	\$2,765.74	\$2,612.09
622	OC12 (622 Mb)	\$3,550.63	\$3,373.10	\$3,195.57	\$3,018.04
700	Gig-Ethernet (1000 Mb)	\$3,526.45	\$3,267.75	\$3,086.21	\$2,904.66
800	Gig-Ethernet (1000 Mb)	\$3,875.21	\$3,487.69	\$3,293.93	\$3,100.17
900	Gig-Ethernet (1000 Mb)	\$4,119.60	\$3,707.64	\$3,501.66	\$3,295.68
1000	Gig-Ethernet (1000 Mb)	\$4,363.98	\$3,927.58	\$3,709.38	\$3,491.18
1000	10 GB	\$6,549.12	\$6,221.66	\$5,894.21	\$5,566.75
2000	10 GB	\$10,579.35	\$10,050.38	\$9,521.41	\$8,992.44
3000	10 GB	\$14,861.46	\$14,118.39	\$13,375.31	\$12,632.24
4000	10 GB	\$18,136.02	\$17,229.22	\$16,322.42	\$15,415.62
5000	10 GB	\$22,166.25	\$21,057.93	\$19,949.62	\$18,841.31
6000	10 GB	\$26,196.47	\$24,886.65	\$23,576.83	\$22,267.00
7000	10 GB	\$28,463.48	\$27,040.30	\$25,617.13	\$24,193.95
8000	10 GB	\$32,241.81	\$30,629.72	\$29,017.63	\$27,405.54
9000	10 GB	\$36,020.15	\$34,219.14	\$32,418.14	\$30,617.13
10000	10 GB	\$39,798.49	\$37,808.56	\$35,818.64	\$33,828.72

Premium		MRC			
CDR Mbps	Port	1-Yr	2-Yr	3-Yr	5-Yr
1	Ethernet (10 Mb)	\$226.70	\$215.37	\$204.03	\$192.70
1.536	T1 (1.5 Mb)	\$141.26	\$134.20	\$127.13	\$120.07
2	Ethernet (10 Mb)	\$198.49	\$188.56	\$178.64	\$168.72
3	Ethernet (10 Mb)	\$201.51	\$191.44	\$181.36	\$171.28
3.072	2xT1 (3.072 Mb)	\$180.95	\$171.91	\$162.86	\$153.81
4	Ethernet (10 Mb)	\$223.68	\$212.49	\$201.31	\$190.13
4.608	3xT1 (4.608 Mb)	\$267.65	\$254.27	\$240.89	\$227.50
5	Ethernet (10 Mb)	\$267.00	\$253.65	\$240.30	\$226.95
6	Ethernet (10 Mb)	\$289.17	\$274.71	\$260.25	\$245.79
6.144	4xT1 (6.144 Mb)	\$330.16	\$313.66	\$297.15	\$280.64
7	Ethernet (10 Mb)	\$328.97	\$312.52	\$296.07	\$279.62
7.68	5xT1 (7.680 Mb)	\$406.41	\$386.09	\$365.77	\$345.45

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

8	Ethernet (10 Mb)	\$368.77	\$350.33	\$331.89	\$313.45
9	Ethernet (10 Mb)	\$408.56	\$388.14	\$367.71	\$347.28
9.213	6xT1 (9.216 Mb)	\$480.01	\$456.01	\$432.01	\$408.01

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

CDR Mbps	Premium	MRC			
	Port	1-Yr	2-Yr	3-Yr	5-Yr
10	DS3 (44.736 Mb)	\$755.67	\$717.88	\$680.10	\$642.32
10	OC3 (155 Mb)	\$901.76	\$856.68	\$811.59	\$766.50
10	Ethernet (10 Mb)	\$448.36	\$425.94	\$403.53	\$381.11
10	Fast Ethernet (100 Mb)	\$435.77	\$413.98	\$392.19	\$370.40
20	DS3 (44.736 Mb)	\$760.71	\$722.67	\$684.63	\$646.60
20	Fast Ethernet (100 Mb)	\$440.81	\$418.77	\$396.73	\$374.69
30	DS3 (44.736 Mb)	\$886.65	\$842.32	\$797.98	\$753.65
30	OC3 (155 Mb)	\$1,032.75	\$981.11	\$929.47	\$877.83
30	Fast Ethernet (100 Mb)	\$566.75	\$538.41	\$510.08	\$481.74
40	DS3 (44.736 Mb)	\$1,002.52	\$952.39	\$902.27	\$852.14
40	Fast Ethernet (100 Mb)	\$682.62	\$648.49	\$614.36	\$580.23
44.736	DS3 (44.736 Mb)	\$977.45	\$928.58	\$879.71	\$830.83
50	Fast Ethernet (100 Mb)	\$730.48	\$693.95	\$657.43	\$620.91
60	Fast Ethernet (100 Mb)	\$690.30	\$657.58	\$624.86	\$592.14
70	OC3 (155 Mb)	\$1,242.07	\$1,203.89	\$1,165.72	\$1,127.54
70	Fast Ethernet (100 Mb)	\$799.37	\$761.20	\$723.02	\$684.85
80	Fast Ethernet (100 Mb)	\$799.37	\$761.20	\$723.02	\$684.85
90	Fast Ethernet (100 Mb)	\$894.80	\$851.86	\$808.91	\$765.97
100	OC3 (155 Mb)	\$1,432.93	\$1,385.22	\$1,337.50	\$1,289.78
100	OC12 (622 Mb)	\$1,648.30	\$1,600.58	\$1,552.87	\$1,505.15
100	Fast Ethernet (100 Mb)	\$990.24	\$942.52	\$894.80	\$847.09
100	Gig-Ethernet (1000 Mb)	\$1,289.36	\$1,241.64	\$1,193.92	\$1,146.21
130	OC3 (155 Mb)	\$1,612.90	\$1,556.18	\$1,499.47	\$1,442.75
155	OC3 (155 Mb)	\$1,831.03	\$1,763.41	\$1,695.79	\$1,628.17
200	OC12 (622 Mb)	\$2,439.04	\$2,351.79	\$2,264.53	\$2,177.28
200	Gig-Ethernet (1000 Mb)	\$2,080.10	\$1,992.85	\$1,905.59	\$1,818.34
300	OC12 (622 Mb)	\$2,616.28	\$2,520.16	\$2,424.05	\$2,327.93
300	Gig-Ethernet (1000 Mb)	\$2,257.34	\$2,161.22	\$2,065.10	\$1,968.99
400	OC12 (622 Mb)	\$2,875.31	\$2,766.25	\$2,657.18	\$2,548.11
400	Gig-Ethernet (1000 Mb)	\$2,516.37	\$2,407.30	\$2,298.24	\$2,189.17
500	OC12 (622 Mb)	\$3,420.65	\$3,284.32	\$3,147.98	\$3,011.65
500	Gig-Ethernet (1000 Mb)	\$3,061.71	\$2,925.38	\$2,789.04	\$2,652.71
600	OC12 (622 Mb)	\$3,638.79	\$3,491.55	\$3,344.31	\$3,197.07
600	Gig-Ethernet (1000 Mb)	\$3,279.85	\$3,132.61	\$2,985.37	\$2,838.12
622	OC12 (622 Mb)	\$3,746.77	\$3,594.13	\$3,441.49	\$3,288.85
700	Gig-Ethernet (1000 Mb)	\$3,770.65	\$3,598.87	\$3,427.09	\$3,255.31
800	Gig-Ethernet (1000 Mb)	\$4,261.46	\$4,065.14	\$3,868.82	\$3,672.49
900	Gig-Ethernet (1000 Mb)	\$4,752.27	\$4,531.40	\$4,310.54	\$4,089.68
1000	Gig-Ethernet (1000 Mb)	\$5,243.07	\$4,997.67	\$4,752.27	\$4,506.86
1000	10 GB	\$6,822.42	\$6,577.02	\$6,331.61	\$6,086.21
2000	10 GB	\$11,185.14	\$10,721.60	\$10,258.06	\$9,794.52

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

Premium		MRC			
CDR Mbps	Port	1-Yr	2-Yr	3-Yr	5-Yr
4000	10 GB	\$19,365.24	\$18,492.70	\$17,620.15	\$16,747.61
5000	10 GB	\$23,727.96	\$22,637.28	\$21,546.60	\$20,455.92
6000	10 GB	\$28,090.68	\$26,781.86	\$25,473.05	\$24,164.23
7000	10 GB	\$30,544.71	\$29,113.19	\$27,681.68	\$26,250.16
8000	10 GB	\$34,634.76	\$32,998.74	\$31,362.72	\$29,726.70
9000	10 GB	\$38,724.81	\$36,884.29	\$35,043.77	\$33,203.24
10000	10 GB	\$42,814.86	\$40,769.84	\$38,724.81	\$36,679.79

1.1.1 IP VPN Transport Pricing – On-net

Circuit	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
10/100 Mbps Ethernet	\$244.33	\$219.90	\$195.47	\$171.03
1 Gbps Ethernet	\$375.31	\$337.78	\$300.25	\$262.72
10 Gbps Ethernet	\$561.71	\$505.54	\$449.37	\$393.20

*TDM transport is open market

Circuit	1-Yr	2-Yr	3-Yr	5-Yr
100 Mbps Ethernet	\$244.33	\$219.90	\$195.47	\$171.03
1 Gbps Ethernet	\$375.31	\$337.78	\$300.25	\$262.72
10 Gbps Ethernet	\$561.71	\$505.54	\$449.37	\$393.20

TDM and 100 Gbps Ethernet priced under separate contract

Level 3® MPLS (IPVPN and VPLS) VPN Service

SNLAN Services Pricing

1.1.5 Port

Port Speeds Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
10/10 0	\$229	\$207	\$195	\$183
1000	\$353	\$317	\$300	\$282
10000	\$529	\$476	\$450	\$423

(A) (Prices are per Service per One Port)

(B) (One Port is required for each location where NLAN service is offered)

1.1.6 Basic Enterprise SNLAN

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$35	\$32	\$30	\$28
4	\$71	\$63	\$60	\$56
6	\$106	\$95	\$90	\$85
8	\$141	\$127	\$120	\$113
10	\$176	\$159	\$150	\$141
15	\$199	\$179	\$170	\$160
20	\$223	\$200	\$189	\$178
25	\$246	\$221	\$209	\$197
30	\$269	\$242	\$228	\$215
35	\$292	\$263	\$248	\$234
40	\$315	\$284	\$268	\$252
45	\$338	\$304	\$287	\$271
50	\$361	\$325	\$307	\$289
55	\$384	\$346	\$327	\$308
60	\$408	\$367	\$346	\$326
65	\$431	\$388	\$366	\$344
70	\$454	\$408	\$386	\$363
75	\$477	\$429	\$405	\$381
80	\$500	\$450	\$425	\$400
85	\$523	\$471	\$445	\$418
90	\$546	\$492	\$464	\$437
95	\$569	\$512	\$484	\$455
100	\$592	\$533	\$504	\$474
150	\$628	\$566	\$534	\$503
200	\$664	\$598	\$565	\$532
250	\$700	\$630	\$595	\$560
300	\$736	\$663	\$626	\$589
350	\$772	\$695	\$656	\$618
400	\$808	\$727	\$687	\$647
450	\$844	\$760	\$718	\$675

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
500	\$880	\$792	\$748	\$704
550	\$916	\$825	\$779	\$733
600	\$952	\$857	\$809	\$762
650	\$988	\$889	\$840	\$790
700	\$1,024	\$922	\$870	\$819
750	\$1,060	\$954	\$901	\$848
800	\$1,096	\$986	\$932	\$877
850	\$1,132	\$1,019	\$962	\$906
900	\$1,168	\$1,051	\$993	\$934
950	\$1,204	\$1,084	\$1,023	\$963
1000	\$1,234	\$1,111	\$1,049	\$987
2000	\$2,257	\$2,031	\$1,918	\$1,806
3000	\$2,634	\$2,370	\$2,239	\$2,107
4000	\$3,010	\$2,709	\$2,559	\$2,408
5000	\$3,387	\$3,048	\$2,879	\$2,709
6000	\$3,763	\$3,387	\$3,199	\$3,011

1.1.7 VLAN Tag

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
Each	\$12	\$12	\$12	\$12

E-Line Services Pricing

1.1.8 E-Line UNI – Basic & Dedicated

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
100	\$244.33	\$219.90	\$195.47	\$171.03
1000	\$375.31	\$337.78	\$300.25	\$262.72
10000	\$561.71	\$505.54	\$449.37	\$393.20

Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.9 Metro EVPL – Basic

1.1.10

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$52.28	\$47.05	\$41.82	\$36.60
4	\$85.65	\$77.08	\$68.52	\$59.95
6	\$119.02	\$107.12	\$95.22	\$83.31
8	\$152.39	\$137.15	\$121.91	\$106.67
10	\$185.76	\$167.18	\$148.61	\$130.03
15	\$216.99	\$195.29	\$173.59	\$151.89
20	\$248.22	\$223.39	\$198.57	\$173.75
25	\$279.44	\$251.50	\$223.55	\$195.61
30	\$310.66	\$279.60	\$248.53	\$217.47
35	\$341.89	\$307.70	\$273.51	\$239.32
40	\$373.11	\$335.80	\$298.49	\$261.18
45	\$404.34	\$363.90	\$323.47	\$283.04
50	\$435.56	\$392.01	\$348.45	\$304.89
55	\$466.79	\$420.11	\$373.43	\$326.75
60	\$498.01	\$448.21	\$398.41	\$348.61
65	\$529.23	\$476.31	\$423.39	\$370.46
70	\$560.46	\$504.41	\$448.37	\$392.32
75	\$591.68	\$532.51	\$473.35	\$414.18
80	\$622.91	\$560.62	\$498.33	\$436.03
85	\$654.13	\$588.72	\$523.30	\$457.89
90	\$685.36	\$616.82	\$548.28	\$479.75
95	\$716.58	\$644.92	\$573.26	\$501.61
100	\$747.80	\$673.02	\$598.24	\$523.46
150	\$831.08	\$747.97	\$664.86	\$581.75
200	\$914.36	\$822.92	\$731.48	\$640.05
250	\$997.63	\$897.87	\$798.11	\$698.34
300	\$1,080.91	\$972.82	\$864.73	\$756.64
350	\$1,164.19	\$1,047.77	\$931.36	\$814.94
400	\$1,247.47	\$1,122.73	\$997.98	\$873.23
450	\$1,330.75	\$1,197.68	\$1,064.60	\$931.53
500	\$1,414.03	\$1,272.63	\$1,131.23	\$989.82

550	\$1,497.31	\$1,347.58	\$1,197.85	\$1,048.12
600	\$1,580.59	\$1,422.53	\$1,264.47	\$1,106.41
650	\$1,663.87	\$1,497.48	\$1,331.10	\$1,164.71
700	\$1,747.15	\$1,572.44	\$1,397.72	\$1,223.01
750	\$1,830.43	\$1,647.39	\$1,464.34	\$1,281.30
800	\$1,913.71	\$1,722.34	\$1,530.97	\$1,339.60
850	\$1,996.99	\$1,797.29	\$1,597.59	\$1,397.89
900	\$2,080.27	\$1,872.24	\$1,664.22	\$1,456.19
950	\$2,163.55	\$1,947.19	\$1,730.84	\$1,514.48
1000	\$2,246.83	\$2,022.15	\$1,797.46	\$1,572.78
2000	\$2,996.36	\$2,696.73	\$2,397.09	\$2,097.45
3000	\$3,745.87	\$3,371.29	\$2,996.70	\$2,622.11
4000	\$4,495.39	\$4,045.85	\$3,596.31	\$3,146.77
5000	\$5,244.90	\$4,720.41	\$4,195.92	\$3,671.43
6000	\$5,994.41	\$5,394.97	\$4,795.53	\$4,196.09

Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.11 Metro EVPL – Enhanced

1.1.12

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$57.51	\$51.76	\$46.01	\$40.25
4	\$94.21	\$84.79	\$75.37	\$65.95
6	\$130.92	\$117.83	\$104.74	\$91.65
8	\$167.63	\$150.87	\$134.10	\$117.34
10	\$204.34	\$183.90	\$163.47	\$143.04
15	\$238.69	\$214.82	\$190.95	\$167.08
20	\$273.04	\$245.73	\$218.43	\$191.13
25	\$307.38	\$276.65	\$245.91	\$215.17
30	\$341.73	\$307.56	\$273.39	\$239.21
35	\$376.08	\$338.47	\$300.86	\$263.25
40	\$410.42	\$369.38	\$328.34	\$287.30
45	\$444.77	\$400.29	\$355.82	\$311.34
50	\$479.12	\$431.21	\$383.29	\$335.38
55	\$513.46	\$462.12	\$410.77	\$359.43
60	\$547.81	\$493.03	\$438.25	\$383.47
65	\$582.16	\$523.94	\$465.73	\$407.51
70	\$616.50	\$554.85	\$493.20	\$431.55
75	\$650.85	\$585.77	\$520.68	\$455.60
80	\$685.20	\$616.68	\$548.16	\$479.64
85	\$719.54	\$647.59	\$575.64	\$503.68
90	\$753.89	\$678.50	\$603.11	\$527.72
95	\$788.24	\$709.41	\$630.59	\$551.77
100	\$822.58	\$740.33	\$658.07	\$575.81
150	\$914.18	\$822.76	\$731.35	\$639.93
200	\$1,005.79	\$905.21	\$804.63	\$704.05
250	\$1,097.40	\$987.66	\$877.92	\$768.18
300	\$1,189.01	\$1,070.11	\$951.20	\$832.30

350	\$1,280.61	\$1,152.55	\$1,024.49	\$896.43
400	\$1,372.22	\$1,235.00	\$1,097.78	\$960.55
450	\$1,463.83	\$1,317.45	\$1,171.06	\$1,024.68
500	\$1,555.44	\$1,399.89	\$1,244.35	\$1,088.81
550	\$1,647.04	\$1,482.34	\$1,317.63	\$1,152.93
600	\$1,738.65	\$1,564.79	\$1,390.92	\$1,217.06
650	\$1,830.26	\$1,647.23	\$1,464.21	\$1,281.18
700	\$1,921.87	\$1,729.68	\$1,537.49	\$1,345.31
750	\$2,013.47	\$1,812.13	\$1,610.78	\$1,409.43
800	\$2,105.08	\$1,894.57	\$1,684.07	\$1,473.56
850	\$2,196.69	\$1,977.02	\$1,757.35	\$1,537.68
900	\$2,288.30	\$2,059.47	\$1,830.64	\$1,601.81
950	\$2,379.90	\$2,141.91	\$1,903.92	\$1,665.93
1000	\$2,471.51	\$2,224.36	\$1,977.21	\$1,730.06
2000	\$3,296.00	\$2,966.40	\$2,636.80	\$2,307.20
3000	\$4,120.46	\$3,708.42	\$3,296.37	\$2,884.32
4000	\$4,944.92	\$4,450.43	\$3,955.94	\$3,461.45
5000	\$5,769.39	\$5,192.45	\$4,615.51	\$4,038.57
6000	\$6,593.85	\$5,934.46	\$5,275.08	\$4,615.69

1.1.13
Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.14 Metro EVPL – Dedicated

1.1.15

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$65.35	\$58.81	\$52.28	\$45.74
4	\$107.06	\$96.36	\$85.65	\$74.94
6	\$148.77	\$133.90	\$119.02	\$104.14
8	\$190.49	\$171.44	\$152.39	\$133.34
10	\$232.22	\$209.00	\$185.78	\$162.56
15	\$271.24	\$244.12	\$216.99	\$189.87
20	\$310.27	\$279.24	\$248.21	\$217.19
25	\$349.29	\$314.37	\$279.44	\$244.51
30	\$388.32	\$349.49	\$310.66	\$271.83
35	\$427.35	\$384.62	\$341.88	\$299.15
40	\$466.38	\$419.74	\$373.10	\$326.46
45	\$505.41	\$454.86	\$404.32	\$353.78
50	\$544.43	\$489.99	\$435.55	\$381.10
55	\$583.46	\$525.11	\$466.77	\$408.42
60	\$622.49	\$560.24	\$497.99	\$435.74
65	\$661.52	\$595.36	\$529.21	\$463.06
70	\$700.54	\$630.49	\$560.44	\$490.38
75	\$739.57	\$665.61	\$591.66	\$517.70
80	\$778.60	\$700.74	\$622.88	\$545.02
85	\$817.63	\$735.86	\$654.10	\$572.34
90	\$856.65	\$770.99	\$685.32	\$599.66
95	\$895.68	\$806.11	\$716.55	\$626.98

100	\$934.71	\$841.24	\$747.77	\$654.30
150	\$1,038.85	\$934.96	\$831.08	\$727.19
200	\$1,142.95	\$1,028.65	\$914.36	\$800.06
250	\$1,247.05	\$1,122.34	\$997.64	\$872.93
300	\$1,351.15	\$1,216.03	\$1,080.92	\$945.80
350	\$1,455.25	\$1,309.72	\$1,164.20	\$1,018.67
400	\$1,559.35	\$1,403.42	\$1,247.48	\$1,091.55
450	\$1,663.45	\$1,497.11	\$1,330.76	\$1,164.42
500	\$1,767.55	\$1,590.80	\$1,414.04	\$1,237.29
550	\$1,871.65	\$1,684.49	\$1,497.32	\$1,310.16
600	\$1,975.75	\$1,778.18	\$1,580.60	\$1,383.03
650	\$2,079.85	\$1,871.87	\$1,663.88	\$1,455.90
700	\$2,183.95	\$1,965.56	\$1,747.16	\$1,528.77
750	\$2,288.06	\$2,059.25	\$1,830.44	\$1,601.64
800	\$2,392.16	\$2,152.94	\$1,913.72	\$1,674.51
850	\$2,496.26	\$2,246.63	\$1,997.01	\$1,747.38
900	\$2,600.36	\$2,340.32	\$2,080.29	\$1,820.25
950	\$2,704.46	\$2,434.01	\$2,163.57	\$1,893.12
1000	\$2,808.56	\$2,527.70	\$2,246.85	\$1,965.99
2000	\$3,995.24	\$3,595.72	\$3,196.20	\$2,796.67
3000	\$5,181.92	\$4,663.73	\$4,145.54	\$3,627.35
4000	\$6,368.60	\$5,731.74	\$5,094.88	\$4,458.02
5000	\$7,555.28	\$6,799.76	\$6,044.23	\$5,288.70

Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.16 Metro EPL

1.1.17

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$67.96	\$61.17	\$54.37	\$47.57
4	\$111.34	\$100.21	\$89.08	\$77.94
6	\$154.73	\$139.25	\$123.78	\$108.31
8	\$198.11	\$178.30	\$158.49	\$138.67
10	\$241.50	\$217.35	\$193.20	\$169.05
15	\$282.09	\$253.88	\$225.67	\$197.46
20	\$322.68	\$290.41	\$258.14	\$225.88
25	\$363.27	\$326.94	\$290.62	\$254.29
30	\$403.86	\$363.48	\$323.09	\$282.70
35	\$444.45	\$400.01	\$355.56	\$311.12
40	\$485.05	\$436.54	\$388.04	\$339.53
45	\$525.64	\$473.07	\$420.51	\$367.95
50	\$566.23	\$509.61	\$452.98	\$396.36
55	\$606.82	\$546.14	\$485.46	\$424.77
60	\$647.41	\$582.67	\$517.93	\$453.19
65	\$688.00	\$619.20	\$550.40	\$481.60
70	\$728.60	\$655.74	\$582.88	\$510.02
75	\$769.19	\$692.27	\$615.35	\$538.43

80	\$809.78	\$728.80	\$647.82	\$566.85
85	\$850.37	\$765.33	\$680.30	\$595.26
90	\$890.96	\$801.87	\$712.77	\$623.67
95	\$931.55	\$838.40	\$745.24	\$652.09
100	\$972.14	\$874.92	\$777.71	\$680.50
150	\$1,080.40	\$972.36	\$864.32	\$756.28
200	\$1,188.66	\$1,069.80	\$950.93	\$832.06
250	\$1,296.93	\$1,167.23	\$1,037.54	\$907.85
300	\$1,405.19	\$1,264.67	\$1,124.15	\$983.63
350	\$1,513.45	\$1,362.11	\$1,210.76	\$1,059.42
400	\$1,621.72	\$1,459.54	\$1,297.37	\$1,135.20
450	\$1,729.98	\$1,556.98	\$1,383.98	\$1,210.99
500	\$1,838.24	\$1,654.42	\$1,470.59	\$1,286.77
550	\$1,946.51	\$1,751.86	\$1,557.21	\$1,362.55
600	\$2,054.77	\$1,849.29	\$1,643.82	\$1,438.34
650	\$2,163.03	\$1,946.73	\$1,730.43	\$1,514.12
700	\$2,271.30	\$2,044.17	\$1,817.04	\$1,589.91
750	\$2,379.56	\$2,141.60	\$1,903.65	\$1,665.69
800	\$2,487.82	\$2,239.04	\$1,990.26	\$1,741.48
850	\$2,596.09	\$2,336.48	\$2,076.87	\$1,817.26
900	\$2,704.35	\$2,433.91	\$2,163.48	\$1,893.04
950	\$2,812.61	\$2,531.35	\$2,250.09	\$1,968.83
1000	\$2,920.90	\$2,628.81	\$2,336.72	\$2,044.63
2000	\$3,895.26	\$3,505.74	\$3,116.21	\$2,726.68
3000	\$4,869.63	\$4,382.67	\$3,895.70	\$3,408.74

Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.18 Intra/Inter Market EVPL – Basic

1.1.19

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$67.96	\$61.17	\$54.37	\$47.57
4	\$111.34	\$100.21	\$89.08	\$77.94
6	\$154.73	\$139.25	\$123.78	\$108.31
8	\$198.11	\$178.30	\$158.49	\$138.67
10	\$241.49	\$217.34	\$193.19	\$169.04
15	\$282.09	\$253.88	\$225.67	\$197.46
20	\$322.68	\$290.41	\$258.15	\$225.88
25	\$363.27	\$326.95	\$290.62	\$254.29
30	\$403.86	\$363.48	\$323.09	\$282.71
35	\$444.46	\$400.01	\$355.56	\$311.12
40	\$485.05	\$436.54	\$388.04	\$339.53
45	\$525.64	\$473.07	\$420.51	\$367.95
50	\$566.23	\$509.61	\$452.98	\$396.36
55	\$606.82	\$546.14	\$485.46	\$424.78
60	\$647.41	\$582.67	\$517.93	\$453.19
65	\$688.00	\$619.20	\$550.40	\$481.60

70	\$728.60	\$655.74	\$582.88	\$510.02
75	\$769.19	\$692.27	\$615.35	\$538.43
80	\$809.78	\$728.80	\$647.82	\$566.85
85	\$850.37	\$765.33	\$680.30	\$595.26
90	\$890.96	\$801.87	\$712.77	\$623.67
95	\$931.55	\$838.40	\$745.24	\$652.09
100	\$972.14	\$874.93	\$777.72	\$680.50
150	\$1,080.40	\$972.36	\$864.32	\$756.28
200	\$1,188.66	\$1,069.80	\$950.93	\$832.06
250	\$1,296.93	\$1,167.23	\$1,037.54	\$907.85
300	\$1,405.19	\$1,264.67	\$1,124.15	\$983.63
350	\$1,513.45	\$1,362.11	\$1,210.76	\$1,059.42
400	\$1,621.72	\$1,459.54	\$1,297.37	\$1,135.20
450	\$1,729.98	\$1,556.98	\$1,383.98	\$1,210.99
500	\$1,838.24	\$1,654.42	\$1,470.59	\$1,286.77
550	\$1,946.51	\$1,751.86	\$1,557.20	\$1,362.55
600	\$2,054.77	\$1,849.29	\$1,643.82	\$1,438.34
650	\$2,163.03	\$1,946.73	\$1,730.43	\$1,514.12
700	\$2,271.30	\$2,044.17	\$1,817.04	\$1,589.91
750	\$2,379.56	\$2,141.60	\$1,903.65	\$1,665.69
800	\$2,487.82	\$2,239.04	\$1,990.26	\$1,741.48
850	\$2,596.09	\$2,336.48	\$2,076.87	\$1,817.26
900	\$2,704.35	\$2,433.92	\$2,163.48	\$1,893.05
950	\$2,812.61	\$2,531.35	\$2,250.09	\$1,968.83
1000	\$2,920.88	\$2,628.79	\$2,336.70	\$2,044.61
2000	\$3,762.02	\$3,385.82	\$3,009.62	\$2,633.42
3000	\$4,603.17	\$4,142.85	\$3,682.53	\$3,222.22
4000	\$5,444.31	\$4,899.88	\$4,355.45	\$3,811.02
5000	\$6,285.46	\$5,656.91	\$5,028.37	\$4,399.82
6000	\$7,126.60	\$6,413.94	\$5,701.28	\$4,988.62

Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.20 Intra/Inter Market EVPL – Enhanced

1.1.21

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$74.76	\$67.28	\$59.81	\$52.33
4	\$122.48	\$110.23	\$97.98	\$85.73
6	\$170.20	\$153.18	\$136.16	\$119.14
8	\$217.92	\$196.13	\$174.33	\$152.54
10	\$265.64	\$239.07	\$212.51	\$185.95
15	\$310.30	\$279.27	\$248.24	\$217.21
20	\$354.95	\$319.45	\$283.96	\$248.46
25	\$399.60	\$359.64	\$319.68	\$279.72
30	\$444.25	\$399.83	\$355.40	\$310.98
35	\$488.90	\$440.01	\$391.12	\$342.23
40	\$533.55	\$480.20	\$426.84	\$373.49

45	\$578.20	\$520.38	\$462.56	\$404.74
50	\$622.85	\$560.57	\$498.28	\$436.00
55	\$667.50	\$600.75	\$534.00	\$467.25
60	\$712.15	\$640.94	\$569.72	\$498.51
65	\$756.80	\$681.12	\$605.44	\$529.76
70	\$801.46	\$721.31	\$641.16	\$561.02
75	\$846.11	\$761.50	\$676.88	\$592.27
80	\$890.76	\$801.68	\$712.61	\$623.53
85	\$935.41	\$841.87	\$748.33	\$654.79
90	\$980.06	\$882.05	\$784.05	\$686.04
95	\$1,024.71	\$922.24	\$819.77	\$717.30
100	\$1,069.36	\$962.42	\$855.49	\$748.55
150	\$1,188.44	\$1,069.59	\$950.75	\$831.91
200	\$1,307.53	\$1,176.78	\$1,046.02	\$915.27
250	\$1,426.62	\$1,283.96	\$1,141.29	\$998.63
300	\$1,545.71	\$1,391.14	\$1,236.57	\$1,082.00
350	\$1,664.80	\$1,498.32	\$1,331.84	\$1,165.36
400	\$1,783.89	\$1,605.50	\$1,427.11	\$1,248.72
450	\$1,902.98	\$1,712.68	\$1,522.38	\$1,332.08
500	\$2,022.07	\$1,819.86	\$1,617.65	\$1,415.45
550	\$2,141.16	\$1,927.04	\$1,712.93	\$1,498.81
600	\$2,260.25	\$2,034.22	\$1,808.20	\$1,582.17
650	\$2,379.34	\$2,141.40	\$1,903.47	\$1,665.54
700	\$2,498.43	\$2,248.58	\$1,998.74	\$1,748.90
750	\$2,617.52	\$2,355.76	\$2,094.01	\$1,832.26
800	\$2,736.61	\$2,462.95	\$2,189.28	\$1,915.62
850	\$2,855.70	\$2,570.13	\$2,284.56	\$1,998.99
900	\$2,974.79	\$2,677.31	\$2,379.83	\$2,082.35
950	\$3,093.88	\$2,784.49	\$2,475.10	\$2,165.71
1000	\$3,212.97	\$2,891.67	\$2,570.37	\$2,249.08
2000	\$4,138.22	\$3,724.40	\$3,310.58	\$2,896.76
3000	\$5,063.48	\$4,557.14	\$4,050.79	\$3,544.44
4000	\$5,988.74	\$5,389.87	\$4,791.00	\$4,192.12
5000	\$6,914.00	\$6,222.60	\$5,531.20	\$4,839.80
6000	\$7,839.26	\$7,055.34	\$6,271.41	\$5,487.48

Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.22 Intra/Inter Market EVPL – Dedicated

1.1.23

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$84.95	\$76.46	\$67.96	\$59.47
4	\$139.18	\$125.26	\$111.34	\$97.43
6	\$193.41	\$174.07	\$154.73	\$135.38
8	\$247.65	\$222.88	\$198.12	\$173.35
10	\$301.88	\$271.69	\$241.50	\$211.32
15	\$352.61	\$317.35	\$282.09	\$246.83
20	\$403.36	\$363.02	\$322.68	\$282.35

25	\$454.10	\$408.69	\$363.28	\$317.87
30	\$504.84	\$454.35	\$403.87	\$353.39
35	\$555.58	\$500.02	\$444.46	\$388.90
40	\$606.32	\$545.69	\$485.05	\$424.42
45	\$657.06	\$591.35	\$525.65	\$459.94
50	\$707.80	\$637.02	\$566.24	\$495.46
55	\$758.54	\$682.69	\$606.83	\$530.98
60	\$809.28	\$728.35	\$647.42	\$566.50
65	\$860.02	\$774.02	\$688.02	\$602.01
70	\$910.76	\$819.68	\$728.61	\$637.53
75	\$961.50	\$865.35	\$769.20	\$673.05
80	\$1,012.24	\$911.02	\$809.79	\$708.57
85	\$1,062.98	\$956.68	\$850.39	\$744.09
90	\$1,113.72	\$1,002.35	\$890.98	\$779.61
95	\$1,164.46	\$1,048.02	\$931.57	\$815.12
100	\$1,215.20	\$1,093.68	\$972.16	\$850.64
150	\$1,350.50	\$1,215.45	\$1,080.40	\$945.35
200	\$1,485.83	\$1,337.25	\$1,188.66	\$1,040.08
250	\$1,621.16	\$1,459.04	\$1,296.93	\$1,134.81
300	\$1,756.49	\$1,580.84	\$1,405.19	\$1,229.54
350	\$1,891.82	\$1,702.64	\$1,513.45	\$1,324.27
400	\$2,027.15	\$1,824.43	\$1,621.72	\$1,419.00
450	\$2,162.48	\$1,946.23	\$1,729.98	\$1,513.74
500	\$2,297.81	\$2,068.03	\$1,838.25	\$1,608.47
550	\$2,433.14	\$2,189.82	\$1,946.51	\$1,703.20
600	\$2,568.47	\$2,311.62	\$2,054.77	\$1,797.93
650	\$2,703.80	\$2,433.42	\$2,163.04	\$1,892.66
700	\$2,839.13	\$2,555.22	\$2,271.30	\$1,987.39
750	\$2,974.46	\$2,677.01	\$2,379.57	\$2,082.12
800	\$3,109.79	\$2,798.81	\$2,487.83	\$2,176.85
850	\$3,245.12	\$2,920.61	\$2,596.09	\$2,271.58
900	\$3,380.45	\$3,042.40	\$2,704.36	\$2,366.31
950	\$3,515.78	\$3,164.20	\$2,812.62	\$2,461.04
1000	\$3,651.11	\$3,286.00	\$2,920.89	\$2,555.78
2000	\$4,993.98	\$4,494.59	\$3,995.19	\$3,495.79
3000	\$6,336.84	\$5,703.15	\$5,069.47	\$4,435.79
4000	\$7,679.69	\$6,911.72	\$6,143.75	\$5,375.78
5000	\$9,022.54	\$8,120.29	\$7,218.03	\$6,315.78

Level 3® Ethernet Schedule (EPL, EVPL, eLine and eAccess) Service

1.1.24 Intra/Inter Market EPL

1.1.25

Mbps	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2	\$88.35	\$79.52	\$70.68	\$61.85
4	\$144.76	\$130.28	\$115.80	\$101.33
6	\$201.16	\$181.04	\$160.92	\$140.81
8	\$257.56	\$231.80	\$206.05	\$180.29

10	\$313.95	\$282.56	\$251.16	\$219.77
15	\$366.72	\$330.05	\$293.38	\$256.70
20	\$419.49	\$377.54	\$335.59	\$293.64
25	\$472.25	\$425.03	\$377.80	\$330.58
30	\$525.02	\$472.52	\$420.01	\$367.51
35	\$577.78	\$520.01	\$462.23	\$404.45
40	\$630.55	\$567.49	\$504.44	\$441.38
45	\$683.32	\$614.98	\$546.65	\$478.32
50	\$736.08	\$662.47	\$588.87	\$515.26
55	\$788.85	\$709.96	\$631.08	\$552.19
60	\$841.61	\$757.45	\$673.29	\$589.13
65	\$894.38	\$804.94	\$715.50	\$626.07
70	\$947.15	\$852.43	\$757.72	\$663.00
75	\$999.91	\$899.92	\$799.93	\$699.94
80	\$1,052.68	\$947.41	\$842.14	\$736.88
85	\$1,105.45	\$994.90	\$884.36	\$773.81
90	\$1,158.21	\$1,042.39	\$926.57	\$810.75
95	\$1,210.98	\$1,089.88	\$968.78	\$847.68
100	\$1,263.77	\$1,137.39	\$1,011.02	\$884.64
150	\$1,404.52	\$1,264.07	\$1,123.61	\$983.16
200	\$1,545.27	\$1,390.74	\$1,236.21	\$1,081.69
250	\$1,686.01	\$1,517.41	\$1,348.81	\$1,180.21
300	\$1,826.76	\$1,644.08	\$1,461.41	\$1,278.73
350	\$1,967.51	\$1,770.76	\$1,574.01	\$1,377.26
400	\$2,108.26	\$1,897.43	\$1,686.60	\$1,475.78
450	\$2,249.00	\$2,024.10	\$1,799.20	\$1,574.30
500	\$2,389.75	\$2,150.78	\$1,911.80	\$1,672.83
550	\$2,530.50	\$2,277.45	\$2,024.40	\$1,771.35
600	\$2,671.25	\$2,404.12	\$2,137.00	\$1,869.87
650	\$2,811.99	\$2,530.79	\$2,249.60	\$1,968.40
700	\$2,952.74	\$2,657.47	\$2,362.19	\$2,066.92
750	\$3,093.49	\$2,784.14	\$2,474.79	\$2,165.44
800	\$3,234.24	\$2,910.81	\$2,587.39	\$2,263.97
850	\$3,374.98	\$3,037.49	\$2,699.99	\$2,362.49
900	\$3,515.73	\$3,164.16	\$2,812.59	\$2,461.01
950	\$3,656.48	\$3,290.83	\$2,925.18	\$2,559.54
1000	\$3,797.19	\$3,417.48	\$3,037.76	\$2,658.04
2000	\$4,890.68	\$4,401.61	\$3,912.54	\$3,423.48
3000	\$5,984.16	\$5,385.75	\$4,787.33	\$4,188.91

Level 3® Private Line Lease Service

Metro Private Line Pricing

Service Capacity	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
DS-1	\$130.98	\$130.98	\$98.23	\$91.68
DS-3	\$575.48	\$546.71	\$517.94	\$489.16
OC-3	\$1,253.73	\$1,191.05	\$1,128.36	\$1,065.67
OC-12	\$3,258.26	\$3,095.34	\$2,932.43	\$2,769.52
OC-48	\$7,518.17	\$7,142.26	\$6,766.35	\$6,390.44

1.1.26 Endlink

Service Capacity	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
DS-1	\$108.81	\$91.88	\$49.12	\$45.84
DS-3	\$287.74	\$273.35	\$258.97	\$244.58
OC-3	\$626.87	\$595.52	\$564.18	\$532.84
OC-12	\$1,629.13	\$1,547.67	\$1,466.21	\$1,384.76
OC-48	\$3,759.08	\$3,571.13	\$3,383.17	\$3,195.22

Metro Wavelength Service Pricing

Service Capacity	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
2.5G Linear Unprotected	\$2,010	\$1,809	\$1,709	\$1,608
10G Linear Unprotected	\$3,518	\$3,168	\$2,991	\$2,814
40G Linear Unprotected	\$13,319	\$11,989	\$11,323	\$10,653
100G Linear Unprotected	\$32,664	\$29,400	\$27,763	\$26,131

Voice Complete TDM

Level 3[®] Enterprise Voice TDM Based Services

Voice T-1 Pricing

1.1.27 Voice T-1 Monthly rates

Usage Type	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
Flat Tier One Pricing	\$355.47	\$315.26	\$278.59	\$224.28
Flat Tier Two Pricing	\$425.99	\$385.79	\$349.12	\$294.81
Measured Service Pricing	\$295.52	\$268.01	\$243.32	\$230.63

1.1.28 Local Measured

	Zone 1 & 2			Zone 3		
	Initial Minute	Additional Minute	Equivalent Minute	Initial Minute	Additional Minute	Equivalent Minute
Day	\$0.0248	\$0.0144	\$0.0165	\$0.0450	\$0.0200	\$0.0250
Evening	\$0.017	\$0.008	\$0.0098	\$0.0420	\$0.0150	\$0.0204
Night/Weekend	\$0.012	\$0.007	\$0.0080	\$0.0300	\$0.0180	\$0.0204

1.1.29 Feature Pricing

Description	MRC
DID Number Assignment and Maintenance – nonrecurring charge	Per Number \$0.35
DID Number Block Assignment and Maintenance - MRC	First Block of 100 \$0.00
DID Number Block Assignment and Maintenance - MRC	Per Block of 100 \$10.58
Premium Feature Package	Per Line \$5.29
Remote Call Forwarding	Per Call Path \$8.46
IP Voicemail - NRC	Per Mail Box \$7.05
IP Voicemail - MRC	Per Mail Box \$4.90
Auto Reroute	Per 6 Call Paths \$7.05

SIP and Enterprise SIP Trunking Pricing:

Level 3® Enterprise Voice SIP Based Services

SIP - Call Path Pricing

Simultaneous Call Paths	Bandwidth	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
25	3M	\$418.94	\$349.12	\$317.38	\$301.51
50	6 M	\$837.88	\$698.24	\$634.76	\$603.02
75	8 M	\$1,256.83	\$1,047.36	\$952.14	\$904.53
100	10 M	\$1,675.77	\$1,396.47	\$1,269.52	\$1,206.05
125	15 M	\$1,978.34	\$1,648.61	\$1,498.74	\$1,423.80
150	15 M	\$2,374.01	\$1,978.34	\$1,798.49	\$1,708.56
175	20 M	\$2,769.67	\$2,308.06	\$2,098.24	\$1,993.32
200	20 M	\$3,165.34	\$2,637.78	\$2,397.98	\$2,278.09
225	25 M	\$3,561.01	\$2,967.51	\$2,697.73	\$2,562.85
250	25 M	\$3,956.68	\$3,297.23	\$2,997.48	\$2,847.61
275	30 M	\$4,096.32	\$3,413.60	\$3,103.27	\$2,948.11
300	30 M	\$4,468.72	\$3,723.93	\$3,385.39	\$3,216.12
325	35 M	\$4,841.11	\$4,034.26	\$3,667.51	\$3,484.13
350	35 M	\$5,213.50	\$4,344.58	\$3,949.62	\$3,752.14
375	40 M	\$5,585.89	\$4,654.91	\$4,231.74	\$4,020.15
400	40 M	\$5,958.29	\$4,965.24	\$4,513.85	\$4,288.16
425	45 M	\$6,330.68	\$5,275.57	\$4,795.97	\$4,556.17
450	45 M	\$6,703.07	\$5,585.89	\$5,078.09	\$4,824.18
475	50 M	\$7,075.47	\$5,896.22	\$5,360.20	\$5,092.19
500	50 M	\$7,447.86	\$6,206.55	\$5,642.32	\$5,360.20
550	55 M	\$7,680.60	\$6,400.50	\$5,818.64	\$5,527.71
600	60 M	\$8,378.84	\$6,982.37	\$6,347.61	\$6,030.23
650	65 M	\$9,077.08	\$7,564.23	\$6,876.57	\$6,532.75
700	70 M	\$9,775.31	\$8,146.10	\$7,405.54	\$7,035.26
750	75 M	\$10,473.55	\$8,727.96	\$7,934.51	\$7,537.78
800	80 M	\$11,171.79	\$9,309.82	\$8,463.48	\$8,040.30
850	85 M	\$11,870.03	\$9,891.69	\$8,992.44	\$8,542.82
900	90 M	\$12,568.26	\$10,473.55	\$9,521.41	\$9,045.34
950	95 M	\$13,266.50	\$11,055.42	\$10,050.38	\$9,547.86
1000	100 M	\$13,964.74	\$11,637.28	\$10,579.35	\$10,050.38
1100	125 M	\$14,081.11	\$11,734.26	\$10,667.51	\$10,134.13
1200	125 M	\$15,361.21	\$12,801.01	\$11,637.28	\$11,055.42
1300	150 M	\$16,641.31	\$13,867.76	\$12,607.05	\$11,976.70
1400	150 M	\$17,921.41	\$14,934.51	\$13,576.83	\$12,897.98
1500	150 M	\$19,201.51	\$16,001.26	\$14,546.60	\$13,819.27

1600	175 M	\$20,481.61	\$17,068.01	\$15,516.37	\$14,740.55
1700	175 M	\$21,761.71	\$18,134.76	\$16,486.15	\$15,661.84
1800	200 M	\$23,041.81	\$19,201.51	\$17,455.92	\$16,583.12
1900	200 M	\$24,321.91	\$20,268.26	\$18,425.69	\$17,504.41
2000	200 M	\$25,602.02	\$21,335.01	\$19,395.47	\$18,425.69

1.1.30 Enterprise SIP - Call Path Pricing

Simultaneous Call Paths	Bandwidth	MRC			
		1-Yr	2-Yr	3-Yr	5-Yr
25	3M	\$480.94	\$399.37	\$362.87	\$344.15
50	6 M	\$951.29	\$788.16	\$715.16	\$677.71
75	8 M	\$1,421.65	\$1,176.95	\$1,067.46	\$1,011.28
100	10 M	\$1,892.01	\$1,565.74	\$1,419.75	\$1,344.85
125	15 M	\$2,234.36	\$1,847.86	\$1,675.06	\$1,586.28
150	15 M	\$2,679.11	\$2,215.31	\$2,007.96	\$1,901.43
175	20 M	\$3,123.87	\$2,582.77	\$2,340.86	\$2,216.57
200	20 M	\$3,568.62	\$2,950.23	\$2,673.75	\$2,531.71
225	25 M	\$4,013.38	\$3,317.68	\$3,006.65	\$2,846.85
250	25 M	\$4,458.14	\$3,685.14	\$3,339.55	\$3,161.99
275	30 M	\$4,611.75	\$3,813.15	\$3,455.92	\$3,272.54
300	30 M	\$5,021.38	\$4,154.51	\$3,766.25	\$3,567.36
325	35 M	\$5,431.01	\$4,495.87	\$4,076.57	\$3,862.17
350	35 M	\$5,840.64	\$4,837.23	\$4,386.90	\$4,156.98
375	40 M	\$6,250.28	\$5,178.59	\$4,697.23	\$4,451.79
400	40 M	\$6,659.91	\$5,519.95	\$5,007.56	\$4,746.60
425	45 M	\$7,069.54	\$5,861.31	\$5,317.88	\$5,041.41
450	45 M	\$7,479.17	\$6,202.67	\$5,628.21	\$5,336.22
475	50 M	\$7,888.81	\$6,544.03	\$5,938.54	\$5,631.03
500	50 M	\$8,298.44	\$6,885.39	\$6,248.87	\$5,925.84
550	55 M	\$8,554.46	\$7,098.74	\$6,442.82	\$6,110.10
600	60 M	\$9,322.52	\$7,738.79	\$7,024.69	\$6,662.87
650	65 M	\$10,090.58	\$8,378.84	\$7,606.55	\$7,215.64
700	70 M	\$10,858.64	\$9,018.89	\$8,188.41	\$7,768.41
750	75 M	\$11,626.70	\$9,658.94	\$8,770.28	\$8,321.18
800	80 M	\$12,394.76	\$10,298.99	\$9,352.14	\$8,873.95
850	85 M	\$13,162.82	\$10,939.04	\$9,934.01	\$9,426.73
900	90 M	\$13,930.88	\$11,579.09	\$10,515.87	\$9,979.50
950	95 M	\$14,698.94	\$12,219.14	\$11,097.73	\$10,532.27
1000	100 M	\$15,467.00	\$12,859.19	\$11,679.60	\$11,085.04
1100	125 M	\$15,595.01	\$12,965.87	\$11,776.57	\$11,177.17
1200	125 M	\$17,003.12	\$14,139.29	\$12,843.32	\$12,190.58

1300	150 M	\$18,411.23	\$15,312.72	\$13,910.08	\$13,203.99
1400	150 M	\$19,819.35	\$16,486.15	\$14,976.83	\$14,217.41
1500	150 M	\$21,227.46	\$17,659.57	\$16,043.58	\$15,230.82
1600	175 M	\$22,635.57	\$18,833.00	\$17,110.33	\$16,244.23
1700	175 M	\$24,043.68	\$20,006.42	\$18,177.08	\$17,257.64
1800	200 M	\$25,451.79	\$21,179.85	\$19,243.83	\$18,271.06
1900	200 M	\$26,859.90	\$22,353.27	\$20,310.58	\$19,284.47
2000	200 M	\$28,268.01	\$23,526.70	\$21,377.33	\$20,297.88

1.1.31 SIP Transport Services

	MRC			
	1-Yr	2-Yr	3-Yr	5-Yr
T-1	\$59.95	\$54.31	\$50.78	\$47.96
DS-3	\$229.22	\$206.30	\$194.84	\$183.38
100 Mbps Ethernet	\$229.22	\$206.30	\$194.84	\$183.38
1 Gbps Ethernet	\$493.70	\$444.33	\$419.65	\$394.96

Voice Complete Pricing:

Concurrent Call Pathway	MRC per CCP
CCP Plan 1*	\$10.00
CCP Plan 2**	\$25.00

(c) * United States-Local

(d) ** United States-Local and National, United Kingdom-Local and National, France-Local and National Price includes 5,000 minutes per CCP

CenturyLink Price Sheet / County of San Bernardino

Domestic Voice Service

California Inter/Intra

Long Distance Interstate Pricing				
Long Distance Intrastate Pricing				
Term	Dedicated	Switched	VoIP	
60 Months	\$ 0.0140	\$ 0.0220	\$ 0.0140	

Domestic Interstate Outbound Long Distance

Term	Dedicated	Switched	VoIP	
60 Months	\$ 0.0130	\$ 0.0250	\$ 0.0130	

Domestic Interstate Toll Free

Term	Dedicated	Switched	VoIP	
60 Months	\$ 0.0130	\$ 0.0250	\$ 0.0130	

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

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

1.1.1 CenturyLink Price Sheet / County of San Bernardino

F	Enhanced Toll Free NRC	MRC	Change	Surchar ge
Alternate Call Routing	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Busy Ring No Answer (BRNA)	\$150.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	\$0.01 per call
Day of Week Routing (DOW)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Day of Year (Holiday) Routing (DOY)	\$50.00 per 8XX	\$0.00	\$50.00 per 8XX	N/A
Dialed Number Identification Service (DNIS)	\$15.00 per 8XX	\$0.00	\$15.00 per 8XX	N/A
Direct Termination Overflow (DTO) (1)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
EZ Route–Enhanced Reporting Manager (ERM)	\$500.00 per 8XX	\$0.00	\$0.00	\$0.00
EZ Route–Menu and Database (2)	\$150.00 per 8XX	\$50.00 per 8XX	\$0.00	\$0.04 per call
EZ Route–Speech Recognition Menu & Database Routing (2)	\$150.00 per 8XX	\$50.00 per 8XX	\$0.00	\$0.08 per call
EZ Route–Percent Allocation, Time of Day, Day of Week, Area Code & Customer – Entered Routing (2)	Included with EZ Route	Included with EZ Route	Included with EZ Route	Included with EZ Route
EZ Route–Bridging	\$0.00	\$0.05 per MOU	\$0.00	\$0.00
EZ Route Enhanced Reporting Manager (ERM)	\$500.00	\$0.00	\$0.00	\$0.00
Extended Call Coverage (ECC)	\$0.00	\$0.00	\$0.00	N/A
Geographic Routing (GeoRouting)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Industry Toll Free Directory Assistance	\$35.00 per 8XX (standard) \$100.00 per 8XX (expedite)	\$3.00 per 8XX	\$35.00 per 8XX (standard) \$100.00 per 8XX (expedite)	\$2.00 per
Menu Routing	\$250.00 per 8XX	\$25.00 per 8XX	\$100.00 per 8XX	\$0.05 per call
Percent Allocation Routing	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Project Account Codes (PAC)	\$15.00 per 8XX	\$15.00 per 8XX	\$15.00 per 8XX	N/A
Real Time ANI(1)	\$0.00	\$0.00	\$0.00	NA
Tailored Call Coverage (TCC)	\$50.00 per 8XX	\$0.00	\$50.00 per 8XX	NA
Time of Day Routing (TOD)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	NA
Control Center for Toll Free	\$0.00	\$0.00	\$0.00	NA
Super Trunk Overflow(1)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	NA
In Switch Overflow Trunk	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	NA

Feature Solutions Bundle Selected Transaction - NRC Transaction - MRC Transaction - Change

Alternate Call Routing			
Busy Ring No Answer (BRNA) Day of Week Routing (DOW)			
Day of Year (Holiday) Routing (DOY)			
Dialed Number Identification Service (DNIS) Direct Termination Overflow (DTO) (1)			
EZ Route–Enhanced Reporting Manager (ERM) EZ Route–Menu and Database (2)			
EZ Route–Speech Recognition Menu & Database Routing (2)			
EZ Route–Percent Allocation, Time of Day, Day of Week, Area Code & Customer – Entered Digit Routing (2)	1-year Term: \$2,500	1-year Term: \$2,500	1-year Term: \$1,00
EZ Route–Bridging	2-year Term:	2-year Term:	2-year Term:
EZ Route Enhanced Reporting Manager (ERM) Extended Call Coverage (ECC)	\$2,250 3-year	\$2,250 3-year	\$900 3-year
Geographic Routing (GeoRouting)			
Industry Toll Free Directory			
Assistance Menu Routing			
Percent Allocation			
Routing Project Account			
Codes (PAC) Real Time			
ANI(1)			
Tailored Call Coverage			
(TCC) Time of Day Routing			
(TOD) Control Center for			
Toll Free Super Trunk			
Overflow(1)			
In Switch Overflow Trunk			