



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 4

CONTRACT #: AR2474

Starting Date: Unchanged

Expiration Date: Unchanged

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

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

We are amending Utah Cooperative Contract No. AR2474, Pramata # 1068385, with effective date as of the last signature date below as follows;

1. The following Service Exhibits attached to this Amendment #4 are hereby added to Attachment E of the Master Agreement:
 - **MANAGED ENTERPRISE WITH CISCO MERAKI**
 - **CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY CENTURYLINK**
 - **PROFESSIONAL SECURITY SERVICES LEVEL 3® METRO DARK FIBER AND/OR LEVEL 3® INTERCITY DARK FIBER IRU SERVICE**
 - o available on the condition it will enable a Cloud service in one of the three awarded categories (SaaS, IaaS, PaaS).
 - **LEVEL 3® METRO DARK FIBER SERVICE – LEASE (NORTH AMERICA)**
 - o available on the condition it will enable a Cloud service in one of the three awarded categories (SaaS, IaaS, PaaS).
 - **LEVEL 3® MPLS (IPVPN AND VPLS) VPN SERVICE**
 - o available on the condition it will enable a Cloud service in one of the three awarded categories (SaaS, IaaS, PaaS).
 - **APPENDIX 1 TO LEVEL 3® MPLS (IPVPN and VPLS) VPN SERVICE**
 - o available on the condition it will enable a Cloud service in one of the three awarded categories (SaaS, IaaS, PaaS).
2. Pricing refresh for Cloud Application Manager (CAM) product catalogue update (Tab 1), as attached to this Amendment 4.

Effective Date of Amendment: As of the last signature date below

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

CONTRACTOR

STATE OF UTAH

Susan Baker
Susan Baker (Jul 17, 2019)

Jul 17, 2019

Contractor's Signature

Date

Jul 18, 2019

State of Utah Division of Purchasing

Date

Susan Baker

Contractor's Name (Print)

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

**CENTURYLINK® TOTAL ADVANTAGE® / LOYAL ADVANTAGE® / MASTER SERVICE AGREEMENT
MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

1. General. Customer must execute this Service Exhibit, the Rental CPE Service Exhibit and the CenturyLink® Total Advantage™, CenturyLink® Loyal Advantage®, or CenturyLink Master Service Agreement ("Agreement"). CenturyLink QCC will provide Managed Enterprise with Cisco Meraki ("MECM" or "Service") under the terms of the Agreement and Service Exhibits. By purchasing MECM, Customer agrees to the non-negotiable, online Meraki End Customer Agreement terms and conditions at <https://meraki.cisco.com/support/#policies:eca> ("Meraki End Customer Agreement"). Capitalized terms not defined in the Agreement or Service Exhibits and any technical terms used herein will be defined as commonly understood in the industry. In the event of a conflict, the terms of this Service Exhibit and the Meraki End Customer Agreement will prevail over the terms of the Agreement.

2. Service Description. MECM provides monitoring and management of the Meraki portfolio of devices in Customer's network environment. The MECM devices establish logical connections across a physical Internet WAN connection. CenturyLink supports the Service via the password protected Meraki portal ("Portal").

2.1 Service Packages. MECM is available in one of two packages that each contain a fixed set of features. Pricing and charges are based upon the package selected by Customer, as more fully set forth in a valid signed CenturyLink issued quote or Pricing Attachment. The two available package types are:

- a. Device and Management Package.** The Device and Management Package includes: an eligible Rental CPE device ("Device"), Standard Installation, Standard Implementation, Maintenance, Management of the Meraki Devices, Portal Access, and license rights as described in the Meraki End Customer Agreement.
- b. Management Only Package.** The Management Only Package includes Management of a Customer owned Meraki device ("Managed Device").

2.2 Devices. Devices are secure, managed solutions for Wi-Fi, analytics, SD-WAN, network switching, video surveillance, security, voice, and mobility management. CenturyLink offers the following categories of Devices from the Meraki portfolio:

- a. Wireless Access Points.** Wireless Access Points are devices available for indoor and outdoor use to provide Customer with private wireless LAN and/or guest Wi-Fi access.
- b. Security Appliances.** Security appliances provide firewall, universal threat management, and SD-WAN options that meet industry standards. There are two license options for Security Appliances: Enterprise and Advanced. For use with SD-WAN functionality, CenturyLink recommends the Advanced Security License which includes content filtering.
- c. Network Switches.** Network switches provide POE ports for multiple devices with multiple port options that will support Customer's entire portfolio.
- d. Security Cameras.** Security cameras allow for indoor and outdoor video monitoring with multiple mounting options.

2.3 Optional Features/Accessories. The following are optional accessories available with certain Devices for an additional MRC.

- a. Stacking Cables.** Stacking Cables connect multiple Network Switches within the same physical rack at Customer's location. Stacking Cables are only available if Customer also purchases Network Switches.
- b. Fiber Transceivers.** Fiber Transceivers allow for network signals to be transmitted using fiber optic technology. Fiber Transceivers are only available if Customer also purchases Network Switches or Security Appliances.
- c. Insight Manager.** Insight Manager is an optional feature available only with Security Appliances for an additional MRC per Security Appliance, which allows Customer to monitor the performance of web applications on their network via the Portal.

2.4 Management. Network management ("Management") includes (a) 24x7x365 performance management by CenturyLink skilled operations engineers; (b) continuous network monitoring of Devices and Managed Devices and notification; (c) fault management and analysis to correct unusual operational behaviors; (d) patch management for all hardware and software and (e) on-site repair services including coordination with Meraki.

2.5 Standard Implementation. Standard Implementation includes (a) responsibility for roll-out schedule, installation management, and project communication; (b) standard configuration of each device in the Portal that can be replicated for all networks; and (c) shipment of all equipment to the end-customer site location based on the deployment schedule.

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2.6 Standard Installation. Service will be installed by CenturyLink or CenturyLink provided contractors. Standard Installation includes onsite installation of equipment, test and activation. Standard Installation also includes up to 300 ft. of cabling for each Wireless Access Point and Security Camera if required. Installation is only considered Standard Installation if: a) no lifts are required, (b) no firebreak penetrations are required, (c) customer provides heat maps and AP locations (d) all ceilings are either drop or rafter constructed and (e) all work is completed during normal business hours (8:00 AM to 5:00 PM) local time. As part of Standard Installation, a CenturyLink technician will be on Customer's premises for four (4) hours. If additional time is needed, Customer may purchase additional installation services for \$250 per hour. Customer may be responsible for completing any necessary work or for contracting a third party to do so. Customer agrees to allow CenturyLink access to Customer's premises at reasonable hours as necessary. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation, or tries to cancel a scheduled installation with less than one full business day prior notice, Customer will pay any charges assessed by CenturyLink for the missed appointment. CenturyLink reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. Customer is responsible for necessary preparations at its location(s) for delivery and installation of equipment and the installation and ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the equipment or Service. Upon request, Customer will provide CenturyLink with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work.

2.7 Maintenance. Service maintenance will be conducted remotely through the Portal when CenturyLink receives an alarm notification or when Customer notifies the MECM operations center (844-210-8821). If CenturyLink determines a Device or Devices need to be replaced, the operations center will open a ticket through the Portal or contact Meraki directly to have a replacement Device shipped to the customer site if required in accordance with the return and replacement policy found at <https://meraki.cisco.com/support>. CenturyLink will dispatch a technician for replacement installation if required.

2.8 Portal Access. Customer will have access to the Portal for reporting analytics and full visibility to their network with the option to change their Service configuration. CenturyLink will be able to perform ongoing configuration changes, and monitoring. Requests for configuration changes must be submitted by calling the MECM operations center. CenturyLink will exclusively maintain global administrative access to the Service at all times. CenturyLink will not be responsible for outages or security incidents that occur due to Customer changes or configuration.

2.9 Optional Additional Services.

- a. **Systems Manager.** Systems Manager provides cloud-based, centralized enterprise mobility management via the Portal. Systems Manager also includes license rights as described in the Meraki End Customer Agreement. Systems Manager is priced per end user device (i.e. laptop, mobile phone, tablet, etc.) enrolled in the service ("End User Device"). Certain software must be installed by Customer on the End User Device(s) Customer chooses to enroll. Depending on the type of End User Device, Customer will then be able to remotely perform actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps. Customer will have full access to manage the end user device(s).

2.10. Additional Installation Services. If Customer's location requires additional installation support that falls outside of Standard Installation, as described above, an Additional Installation NRC will apply

Examples of Additional Installation Services include:

- a. **Pre-Installation & Predictive Design ("PPD") (Per Site)** Customer may purchase PPD for an additional NRC at each location. PPD includes: (i) two-hour on-site technician support; (ii) a report detailing network availability and physical components (e.g., power availability, site obstructions, network closet/rack availability, switch port availability, and internet access); (iii) predictive design; and (iv) AP placement. PPD will be performed during normal business hours (excluding holidays). If Customer's location exceeds 50,000 square feet, Customer will pay an additional \$250 NRC in increments of 10,000 square feet. If Customer requires more than two hours of on-site technician support, Customer will pay an additional \$250 NRC for each additional hour of support.
- b. **Scissor Lifts.** If device placement is above 10 ft., installation will require the use of a scissor lift.
- c. **Additional Cabling.** If required length of ethernet cabling exceeds the included 300 ft., Additional Cabling will be required. Customer will be charged an additional NRC for each 25 ft. increment of Additional Cabling.

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MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

3. Customer Responsibilities.

3.1 Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations with respect to personally identifiable information, Customer traffic, or other sensitive information collected, stored, processed, sent or received by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from end users that the Customer Traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by CenturyLink or Cisco in accordance with this Service Exhibit and the Meraki End Customer Agreement. In addition, Customer consents to CenturyLink's processing and use of information solely in connection with its performance of the services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.

3.2 Customer must notify CenturyLink of any move or relocation of Service.

3.3 Customer must have access to the public internet and Customer will be responsible for the underlying internet connection. Customer's internet connectivity must include an ethernet hand-off. If a Customer provided internet connection does not include an ethernet hand-off, a termination device for that hand-off will be required that supports an ethernet hand-off to Service.

3.4 Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide the Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.

3.5 Customer is responsible for providing end-user support.

3.6 Customer is responsible for providing CenturyLink with a person, group of people, or help desk to serve as the central point of contact for all information exchanged with CenturyLink necessary to troubleshoot or facilitate the Service ("POC"). The POC should be available 24 hours a day. The POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the work day or after hours. The POC must be available during any remote installation process. CenturyLink is not responsible for damages that may be incurred because the POC is unreachable. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform support.

3.7 Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

3.8 Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities.

3.9 Customer must have an internet connection with an internet path from Customer to CenturyLink for network management and control purposes. Customer's environment must meet certain performance specifications designated by Meraki. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users, or failures or malfunctions in the Customer's environment. If CenturyLink determines that Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location. In this event, no MECM Cancellation Charges will be imposed. Customer must provide all information necessary for CenturyLink to manage the Service, including but not limited to Customer's Internet provider name, service desk number, and circuit IDs.

3.10 For the Management-Only Package.

- a.** Customer is required to maintain the associated Meraki license for the managed Devices and maintain the software within one version of the current release.
- b.** Customer is required to inform CenturyLink of the type of Meraki licenses owned in association with the Managed Devices, as well as any other information requested by CenturyLink in relation to Customer-owned Meraki licenses.
- c.** Customer must execute a Letter of Agency with Meraki for the purposes of facilitating management services, and provide a copy of the Letter of Agency to CenturyLink.

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MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

3.11 For the Device and Management Package.

- a. Customer will provide CenturyLink with adequate space (e.g., an equipment closet) and appropriate access to Customer's designated locations. CenturyLink will provide instructions to Customer for use of the Service.
- b. Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service.
- c. Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

4. Consent to Access and Use Customer Information. Customer acknowledges that the Service enables the collection, use, storage and sharing of Customer traffic, which may include personal and usage information, and that CenturyLink may have access to such information in connection with managing the Services. Customer authorizes CenturyLink, Cisco, or other authorized vendors to access and use such information for purposes of providing the Services and as otherwise described in this Service Exhibit and the Meraki End Customer Agreement. Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support.

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

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

7. Charges. Customer must pay all applicable MRCs and NRCs set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The rates set forth on the quote or Pricing Attachment will be used to calculate Contributory Charges. 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.

8. Term; Cancellation. Customer must purchase each Service for a specific term for the particular Service ordered (each, a "Service Term"). The Service Term for each Service Package is set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The Service Term for each Service Package will begin and charges will commence within five days after the date CenturyLink notifies Customer that the Service Package is provisioned and ready for use ("Service Commencement Date"). The minimum Service Term for a Service Package is 36 months. The Service Term for each new Systems Manager instance will begin and charges will commence once the End User Device is enrolled. Despite anything to the contrary on the signed quote or Pricing Attachment, the Service Term for each Systems Manager instance is 36 months. After the Service Term, Service will renew for a period of 12 months, unless mutually agreed to by both parties in writing, for additional period(s). If the Agreement, or any Service provisioned under this Service Exhibit, is cancelled prior to the expiration of the applicable Service Term for reasons other than by Customer for cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) 100% of the applicable MRCs, multiplied by the number of months remaining in the first 12 months of the Service Term, if any, plus (b) 75% of the applicable MRCs, multiplied by the number of months remaining to complete the Service Term, if any; and (c) the amount of any NRCs/installation charges that CenturyLink discounted or waived. Customer remains responsible for all accrued and unpaid charges, including but not limited to Installation NRCs, for the cancelled Service provided through the effective date of such cancellation. The Term and Cancellation Charge defined herein will apply in lieu of any minimum service term and cancellation charges defined in the Rental CPE Service Exhibit, except that the charge in the Equipment section that applies if Customer fails to return equipment to CenturyLink will also apply.

8.1 Cancellation Before the Service Commencement Date. If cancellation occurs before the Service Commencement Date, Customer will pay (a) one month's MRC; (b) any NRCs identified in the attached or subsequently signed quote and (b) any unpaid charges incurred by CenturyLink or any third-party and agreed upon by Customer, including but not limited to construction costs, necessary for Service delivery.

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MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

9. Moves. Customer may move Devices to another Customer location if at least 12 months remain in the Service Term. Customer will be responsible for any additional relocation costs as a result of the move. Customer must submit notice of the move, and any other requested information relative to the new Customer location, to CenturyLink at least 30 days before the requested move date.

10. Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

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

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

13. Additional Indemnity Provision. Despite anything to the contrary elsewhere in the Agreement, Customer's only rights to indemnification for claims arising out of or related to the Meraki devices are described in the Meraki End Customer Agreement.

14. Resale Restriction. Customer warrants: a) Service is for its own use; b) it will not resell the Service in whole or in part, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; c) it will not otherwise transfer the Service to any other person or entity except, as applicable, an end user and d) it will not in any way offer third party access to the Service, other than to its end users, even if it adds features or functions to the Service or combines the Service with another service.

15. SLA. Despite anything to the contrary elsewhere in the Agreement, Customer's only remedies for service interruptions are described in the Meraki End Customer Agreement.

16. E-Mail Notification/Updates. Customer agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.

17. Other Terms.

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

17.2. 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.

17.3 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

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MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

will take precedence over the order request form, but not over the Service Exhibit.

17.4 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.

17.5 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.

17.6 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.

17.7 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>.

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COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

("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 Managed Enterprise with Cisco Meraki ("Service"). 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 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.

Susan Baker

Susan Baker (06/17/2019)

Authorized Signature

Susan Baker

Name Typed or Printed

Manager-Offer Management

Title

7/17/2019

Date

**CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY CENTURYLINK
SERVICE EXHIBIT**

1. General. CenturyLink Communications, LLC will provide Cisco Hosted Collaboration Solution delivered by CenturyLink ("Service") under the terms of the Agreement this Service Exhibit, and the Rental CPE Service Exhibit.

2. Service. The Service includes: (a) a Hosted Collaboration Solution ("HCS"), (b) Rental CPE, (c) CenturyLink monitoring and network management, and (d) other optional features. The rates for Rental CPE are covered under the Service; however, the terms for Rental CPE are covered under the Rental CPE Service Exhibit. Customer must separately purchase, and pay for, Public Switched Telephone Network Connectivity ("Approved PSTN Connectivity"), and CenturyLink provided or approved third-party network connectivity, for use with the Service ("Approved Network Connectivity"). Customer must execute the attached Letter of Agency (Attachment 2) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

2.1 HCS. The HCS component of the Service includes an Internet protocol ("IP") application that provides real time, two-way voice capability in IP over a broadband connection. Customer purchases the HCS component on a per seat basis. Each Customer location has a minimum seat requirement depending on original seat counts. HCS seats include the specific features identified below based on seat type. Except as otherwise indicated in this Service Exhibit, an MRC Customer may rent IP-enabled station sets, expansion modules or handsets approved by CenturyLink for use with the Service ("IP Device"). HCS includes an administrator function that enables the Customer administrator, within the scope of the Service, to set up end users and implement calling restrictions. HCS includes an end user portal. Additional information regarding features supported by HCS is available from CenturyLink upon request. Use of HCS is subject to the end user license agreement ("EULA") at <http://www.cisco.com/go/eula>.

(a) Essential. An Essential seat is designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific end user. Essential seats include the ability to make On-Net Calls and Off-Net Calls, call waiting, and call forwarding, as well as other features, dependent on IP Device model or Soft Phone software. Essential seats do not include voice mail.

(b) Basic. A Basic seat is designed to address a company's basic calling practices (basic business, support) that do not require an advanced feature package. Basic seats include the features listed for Essentials seats above plus a basic feature package. Voicemail is an optional add on feature.

(c) Foundation. A Foundation seat is designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature package. Foundation seats include the features listed for Basic seats above plus a standard feature package. Voicemail is available as an optional add on feature.

(d) Standard. A Standard seat is designed to fit the needs of the majority of a company's professional employees. Standard seats provide end users with advanced IP phone features as well as premium phone capability and soft client access. Standard seats include the features listed for Basic and Foundation seats above plus an advanced feature package and Microsoft® Outlook® integration.

2.2 Cisco SaaS Subscription. Customer may separately purchase Cisco SaaS Subscription licenses, commonly referred to as Collaboration Flex, for use with the Service. Customer will receive the HCS features, supported by CenturyLink, included in the Cisco SaaS Subscription. Customer will pay for an HCS seat, set forth in the pricing attachment, separate from the Cisco SaaS Subscription.

2.3 Approved PSTN Connectivity. Customer must separately purchase Approved PSTN Connectivity for use with the Service. The charges for Approved PSTN Connectivity are not included in the Service charges. Approved PSTN Connectivity must be provided in the form of SIP Trunks or Primary Rate Interface ("PRI"). Approved PSTN Connectivity can be purchased from CenturyLink or an approved third-party service provider ("PSTN Service Provider").

2.4 Approved Network Connectivity. Customer must separately purchase Approved Network Connectivity to use with the Service. The charges for Approved Network Connectivity are not included in the Service charges. Customer is strongly encouraged to select Queuing Method ("QM") C, if available with the CenturyLink IQ Networking Private Ports. If unavailable, Customer is 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. Approved Network Connectivity can be purchased from CenturyLink or an approved third-party service provider.

2.5 Network Management. The HCS seat MRC includes 24x7x365 network management, remote performance monitoring, reporting, and ticketing via an online portal for the IP Devices included with each HCS seat and supported by CenturyLink, total customer agency, and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules, and Internet security protocol ("IPSec"). Additional charges apply to network management of other CPE Customer requests to be managed by CenturyLink. Customer may make change management requests via Control Center at <https://www.controlcenter.centurylink.com> or call HCS customer support. CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by network management reside. IPSec is only available on approved devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink pre-order approval. Network management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. Service does not include the provisioning of, or the management of, any service or

**CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY CENTURYLINK
SERVICE EXHIBIT**

component that is not a pre-selected part of the Service. CenturyLink will not provide management of a handset if the handset is moved to a location other than the Customer location where initially installed by CenturyLink.

2.6 Approved CPE. "Approved CPE" or "CPE" means pre-selected rental hardware/software/licenses listed on CenturyLink Approved Vendor CPE list. This may include Customer premises switches and routers, and IP Devices (e.g. handsets) designated by CenturyLink and specifically configured for HCS. The terms and conditions for Approved CPE rented by Customer from CenturyLink are under the Rental CPE Service Exhibit. The HCS seat charges include installation and maintenance of IP Devices included within an HCS Seat. Additional charges apply to installation and maintenance of other CPE Customer requests

2.6.1 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. All Customer-owned CPE used with Service must: (a) be on CenturyLink's Approved CPE list; (b) be covered by a CenturyLink CPE maintenance plan during the entire Service Term; (c) include an operating system that complies with CenturyLink's minimum requirements; and (d) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (d), 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.

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

3.1 Site Conditions. The Customer data network/equipment and premises environment ("Customer Environment") must meet certain performance specifications designated by CenturyLink. Customer must ensure that its Customer Environment is fully prepared for the convergence of voice and data services, and will continue to meet specifications designated by CenturyLink during the use of the Service. Customer is responsible for fully understanding how changes in its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, will affect voice quality and reliability of the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring any Approved Connectivity or Approved CPE, or failures or malfunctions in the Customer Environment. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate the Service without liability for any Cancellation Charge.

3.2 Access; Installation. Customer must provide CenturyLink or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. If additional site visits are required, time and material charges may apply at CenturyLink's then current rates. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by CenturyLink to facilitate installation of the Service. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform support. Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

3.3 Area of Use. Service is intended to be used only at one of the Customer locations given by the Customer as the primary place of use for a particular TN or 8xx TN ("PPU"). The PPU must be in the U.S. (not including U.S. territories), unless approved by CenturyLink. 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 from the PSTN Service Provider, and has received approval and confirmation from the PSTN Service Provider. If Customer or an end user tries to use the Service: (i) at a location other than a CenturyLink and PSTN Service Provider Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the U.S. (including in any U.S. territories), they do so at their own risk (including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).

3.4 Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (a) interferes with CenturyLink's ability to provide service to CenturyLink customers, (b) avoids Customer's obligation to pay for communication services, (c) constitutes a criminal offense, (d) gives rise to a civil liability, or (e) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

3.5 Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

**CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY CENTURYLINK
SERVICE EXHIBIT**

3.6 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: (a) power used with the Service; (b) 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); (c) the Customer Environment; (d) the approved router; (e) Customer premises routers and switches; or (f) 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); (g) while maintenance work is being performed; (h) if the SIP signaling interface fails; or (i) 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 from the PSTN Service Provider, and has received approval and confirmation from the PSTN Service Provider, Customer may move the IP stationary device (handset) or Soft Phone only.

3.7 Telephone Numbers. Telephone Numbers are provided by the PSTN Service Provider. Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting by the PSTN Service Provider. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain from the PSTN Service Provider. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

3.8 Privacy. CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

3.9 Third-Party Billed Services. The Service does not support billing for third-party services Customer will be responsible for payment of all such charges directly to the third-party provider.

3.10 Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures. CenturyLink makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third-party.

3.11 Local Origination. Customer agrees that the header used to support PSTN redirecting services such as call forwarding (or SIP trunk diversion header), automatic number identification (or ANI) and CPN 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.

3.12 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 EULA, if Customer or its end users use the third-party software with CenturyLink's HCS, the Service will permit 911 calling with the software, provided Customer and its end users expressly follow the instructions for 911 calling found in this Service Exhibit. 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 with the PSTN Service Provider. Use at a location other than the registered physical location with the PSTN Service Provider 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 911 limitations as described by the PSTN Service Provider.

3.13 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.

3.14 911 Emergency Service. 911 EMERGENCY SERVICE IS PROVIDED BY THE PSTN SERVICE PROVIDER. CENTURYLINK STRONGLY RECOMMENDS CUSTOMER AND ITS END USERS BECOME FAMILIAR WITH ALL OF THE FUNCTIONAL 911 LIMITATIONS AS DESCRIBED BY THE PSTN SERVICE PROVIDER.

**CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY CENTURYLINK
SERVICE EXHIBIT**

4. Term; Cancellation.

4.1 Term. The Service Term will begin on the Start of Service Date of the first Customer location and will continue for the Initial Term set forth in the pricing attachment ("Initial Term"). Upon expiration of the Initial Term, Service will renew on a 12 month basis ("Renewal Term") unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. "Service Term" means Initial Term and each Renewal Term. The "Minimum Seat Term" for a HCS seat is 12 months. Additional HCS seats will be coterminous with the current Service Term, subject to the 12 month Minimum Seat Term.

4.2 Cancellation. If some or all Service is canceled by Customer for reasons other than Cause or by CenturyLink for Cause before the expiration of the applicable Service Term such that the number of HCS seats is 25% less than the original number of HCS seats, Customer will pay to CenturyLink the following Cancellation Charges: (a) the amount of any NRC/installation charges that CenturyLink discounted or waived for the canceled Service, (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the applicable Service Term. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation. Customer understands and agrees that unless Service is completely canceled, the minimum HCS seat requirements for each location and all locations will still apply.

4.3 Moves. Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third-party charges incurred by CenturyLink in connection with the move. Customer must submit notice to CenturyLink at least 30 days before the requested move date. When Customer requests that CenturyLink move Local Access to a different Service Address that is not within the same Customer serving wire center as the existing service, such move will be deemed a disconnect of the current local loop to which a charge applies and a new install of new Local Access.

5. Charges. Charges for the Service are set forth in the attached pricing attachment as referenced in this Service Exhibit. If new Service elements are added to Service not included in this Service Exhibit, 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. The MRCs and usage charges will be used to calculate Contributory Charges. NRCs and waived MRCs are not contributory. Charges will commence within five days after the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement. Service will remain taxed based on the PPU locations where Customer uses Service, and not on a temporary PSTN Service Provider-Approved 911 Location. CenturyLink may change rates after the completion of the Initial Term with 60 days prior notice. Upgrades and purchases of additional Service after the initial orders may be subject to then-current Service pricing. The HCS seat charges will be presented in Customer's invoice as separate components for Tax purposes, but the separate component charges will equal the total per HCS seat charge.

5.1 Off-Net Call Billing. Off-Net Call charges will be provided by the PSTN Service Provider.

6. Service Upgrades/MACDs. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

6.1 MACDs. Customer may also at any time request a move, addition, change or disconnect ("MACD") to its Service requiring configuration management, such as adding Seats. There is no charge for Standard MACDs performed remotely. 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.

6.2 Routers. If necessary, Customer's existing routers may be replaced to support an Upgrade. If there is a replacement, any rental CPE routers associated with Customer's Service must be returned to CenturyLink within 15 days of new router installation. If a router is not returned, Customer must pay to CenturyLink a charge for non-return of the router as indicated in the "Approved CPE" section.

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.

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. Service is subject to the Cisco Hosted Collaboration Solution delivered by CenturyLink Service Level Agreement ("SLA") each located at <http://www.centurylink.com/legal/>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

**CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY CENTURYLINK
SERVICE EXHIBIT**

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

"Estimated Availability Date" means CenturyLink's target date for the delivery of that Service. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default.

"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 PSTN Service Provider for use with the Service.

"Start of Service Date" means the date Customer accepts the Service. Customer will have five days from CenturyLink's ready notification to test the Service. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the Service, Service will be considered to have been accepted, regardless of whether Customer uses the Service. If Customer informs CenturyLink of Service errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

**CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY CENTURYLINK
SERVICE EXHIBIT**

ATTACHMENT 1

**LIMITED LETTER OF AGENCY
between
("Customer")
and
CenturyLink Communications, LLC ("CenturyLink")**

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

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

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

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

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

PROFESSIONAL SECURITY SERVICES SCHEDULE

This Professional Security Services Schedule ("Schedule") is entered into between CenturyLink and Customer and is effective as of the date last signed ("Schedule Effective Date"). This Schedule is governed by and incorporates by reference the CenturyLink Master Service Agreement ("MSA") executed between the parties, or the then current standard CenturyLink Master Service Agreement if no MSA has been executed. This Schedule, any attached or incorporated documents, Statements of Work ("SOWs"), SOW Change Requests, and the applicable CenturyLink Master Service Agreement between CenturyLink and Customer collectively comprise the agreement between the parties ("Agreement"). Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

1. Professional Security Services Description. CenturyLink will provide security consulting, analytical, professional, design and/or technical services ("Professional Security Services" or "Services") identified in an applicable SOW. Services are provided by the CenturyLink affiliate identified in the SOW. CenturyLink may provide the Services with its own employees or subcontractors and may change, modify, or replace any of its network hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in the SOW or a SOW Change Request. CenturyLink's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities; CenturyLink will receive additional time to complete the Services after Customer complies. Customer's noncompliance may result in an adjustment of the charges, including charges for additional hours required to complete the Services.

2. Service Term. The Services will continue for the term specified in the applicable SOW ("Service Term"), unless terminated by either party pursuant to the terms of the Agreement or this Schedule.

3. Acceptance. Except as otherwise provided in a SOW, Services will be deemed accepted unless Customer provides written notice of any deficiency to CenturyLink within three business days after commencement of work or delivery of the Services, including phased delivery of Service, if applicable, (the "Acceptance Period"). Such notice must detail and demonstrate the deficiency to CenturyLink's reasonable satisfaction. CenturyLink will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. CenturyLink will delay billing until Services are accepted. The acceptance and Customer Commit Date in the Orders Section of the MSA will not apply to Services purchased under this Schedule.

4. Charges; Payment. This Section replaces the Commencement of Billing Section in the MSA. Customer will pay all charges as set forth in a SOW and applicable Taxes and Fees in accordance with the Agreement. If installation is delayed due to Customer, CenturyLink may begin charging Customer for Services, and Customer will pay such charges. Subject to the Acceptance section above, the Service Commencement Date for the Services is the date CenturyLink begins performing the Services or as provided in a SOW.

5. Termination. Either party may terminate a SOW upon 30 days prior written notice for default. 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 resulting from Customer's continued use of the Service. Cancellation charges will be identified in the SOW. Customer will remain liable for charges accrued but unpaid as of the termination date.

6. Software. Unless stated otherwise in a SOW, all software used to provide or provided in association with the Service will be subject to a separate End User License Agreement between Customer and the licensor of such software. All rights and remedies related to the software are strictly between Customer and such licensor. In addition, CenturyLink may require Customer to purchase vendor supported upgrades at an additional cost where needed for CenturyLink's continue provision of Services; CenturyLink may charge Customer for support or additional tasks incurred from Customers' continued use of an unsupported configuration. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink will have no liability in such events.

7. Limitations; Disclaimer of Warranties. CenturyLink will not be liable for any damages incurred by Customer or third parties resulting from Customer's non-compliance with any standards which apply to Customer. Except for Customer's obligations under the Charges; Payment section, each party's total aggregate liability arising from or related to the Services will be limited to the total charges paid or payable under the SOW that gave rise to the claim. Customer's sole remedy for any dissatisfaction in the performance of any of the Services or deliverables is the Service Level Agreement ("SLA"), if applicable, or to terminate the relevant SOW. THE SERVICES, INCLUDING ANY DELIVERABLE AND ANY OPEN SOURCE SOFTWARE, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. ANY OPEN SOURCE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) ANY SERVICE OR ANY DELIVERABLE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER, (B) ALL ERRORS CAN BE CORRECTED, (C) ALL RISKS, POTENTIAL SECURITY AND COMPLIANCE GAPS WILL BE ACCURATELY IDENTIFIED; OR (D) THAT THE DELIVERABLES AND SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

8. Business Contact Information. Customer and CenturyLink acknowledge that the performance of each party's obligations under this Schedule may require certain information, such as business contact information and credentials to access the applicable Customer portal(s), to be submitted to the other party. Each party shall be independently and separately responsible for complying with its obligations as a controller under applicable protection laws in its capacity as a data controller with respect to the business information it provides to the other party and/or receives from the other party.

9. Compliance and Security. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to

PROFESSIONAL SECURITY SERVICES SCHEDULE

reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer data transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

10. Intellectual Property.

10.1 Customer License to Deliverables. Upon receipt of full payment CenturyLink grants to Customer irrevocable, perpetual, non-exclusive, world-wide, right and limited license under Level 3's copyright rights to internally use, reproduce, distribute copies of and prepare derivative works of the Document Deliverables ("Deliverable License"); provided however, Customer shall treat the Document Deliverables as "confidential" pursuant to the terms of Section 8.5 below and any applicable confidentiality agreement(s) by and between Customer and CenturyLink unless otherwise agreed to by CenturyLink. For purposes of this Section, "Document Deliverables" shall mean any reports or other documentation prepared by CenturyLink exclusively for Customer pursuant to an applicable SOW under this Service Schedule. Other than the Deliverable License granted in this Section, Customer is not granted any license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets, technology, know-how, or any other form of intellectual property rights, methodologies, report formats, templates, documentation or forms of CenturyLink or its affiliates.

10.2 CenturyLink License to Customer Technology and Customer Data. To the extent required by CenturyLink to provide the IT Services pursuant to an applicable SOW, Customer grants to CenturyLink a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to CenturyLink subsidiaries and affiliates and any third parties providing all or part of the IT Services on behalf of CenturyLink. All right, title and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates and their licensors. Other than the license granted in this Section, CenturyLink is not granted any license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets, technology, know-how, or any other form of intellectual property rights, methodologies, report formats, templates, documentation or forms of Customer or its affiliates. Customer represents and warrants that Customer will keep, back up and maintain its own copy of all materials and information, including Customer Technology and Content, that is provided or made available to CenturyLink hereunder. "Customer Technology and Content" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of the foregoing created, conceived, reduced to practice, or developed by Customer during the Term.

10.3 Freedom of Action. Nothing in the Agreement will preclude CenturyLink from developing, marketing, and distributing any software or integration code or performing any services similar to the IT Services for itself or for any third party, provided that CenturyLink is in compliance with confidentiality obligations under the Agreement.

11. Non-solicitation. Until twelve months after the Term, each party will not directly or indirectly Solicit an Assigned Resource either to accept employment or a consulting or contractor relationship directly with it or to terminate his or her employment, agency or other relationship with the other party, unless it first obtains the other party's prior written consent. "Solicit" means any intentional contacts with Assigned Resource, regardless of who (*i.e.*, the party to this Agreement or the Assigned Resource) initiates the contact, that relates to the acceptance or termination of employment. "Assigned Resource" means an employee, consultant or contractor of the other party assigned by CenturyLink to perform the Services or by Customer to directly manage the Services.

12. Miscellaneous. In the event of a conflict between the terms in the MSA, this Schedule, any SOW, and any Change Request Form, the order of priority will be this Schedule, the SOW, the Change Request Form and then the MSA. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule or any SOW without the express written consent of CenturyLink and, if applicable, CenturyLink's subcontractor. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

CenturyLink

INSERT CUSTOMER ENTITY NAME ("Customer")

By _____

By _____

Name _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICE SCHEDULE
LEVEL 3® METRO DARK FIBER AND/OR LEVEL 3® INTERCITY DARK FIBER IRU SERVICE

(Version Issue Date: September 22, 2006 Version 3 Short Form MSA)

1. **Applicability.** This Service Schedule is applicable only where Customer orders Level 3® Metro Dark Fiber and/or Level 3® Intercity Dark Fiber IRU Service ("Metro and/or Intercity Dark Fiber") on an IRU basis in North America only.

2. **Definitions.** Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

"Building Access Fee" shall be the recurring fee for building access associated with a Lateral Segment or Riser Segment as specified in each Customer Order.

"Cable" shall mean the high fiber count fiber optic cable owned by Level 3.

"Costs" shall mean the actual direct costs paid or payable in accordance with the procedures generally used by Level 3 in billing third parties for reimbursable projects, including the following: (i) the direct costs and out of pocket expenses on a direct pass-through basis, plus (ii) thirty percent (30%) of the amount set forth in (i) above for project planning expenses and internal labor costs, including wages, salaries, benefits and overhead of Level 3's personnel.

"Customer Commit Date" or "CCD" shall mean the date that the Metro and/or Intercity Dark Fiber Service will be available to Customer as set forth in the Customer Welcome Letter, subject to force majeure events.

"Customer Fibers" shall mean the number of fibers set forth in a Customer Order Form between the Segment End Points for a particular Segment.

"Customer Order" shall mean the order for Metro and/or Intercity Dark Fiber Services in the form attached hereto as **Exhibit "A"**.

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

"Design, Planning and Engineering Fee" or "D,P&E Fee" shall be the fee for incremental design, planning and engineering of the Customer Fibers as set forth in a Customer Order.

"Governmental Authority" shall mean any federal, state, regional, county, city, municipal, local, territorial or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.

"Impositions" shall mean all franchise, license and permit fees arising out of the transactions contemplated by this Service Schedule and imposed upon the Level 3 System, or any part thereof, by any Governmental Authority and which may be attributable or apportionable to the Customer Fibers.

"IRU" shall have the meaning set forth in Section 5.

"IRU Effective Date" shall have the meaning set forth in Section 7(A).

"IRU Fee" shall be the fee for the use of the Customer Fibers in a Segment as specified in each Customer Order.

"IRU Term" shall have the meaning set forth in Section 7(A).

"Lateral Segment" shall mean the On-Net Lateral Segments and/or Off-Net Lateral Segments of the Level 3 System identified as such in a Customer Order and each of which shall be owned by Level 3.

"Lateral Segment Customer Commit Date" shall mean, with respect to each Lateral Segment and subject to force majeure events, the dates set forth in a Customer Welcome Letter.

"Lateral Segment Fee" shall be the fee for the use of the Customer Fibers in a Lateral Segment as specified in a Customer Order.

"Level 3 System" shall have the mean the multi-conduit fiber optic system owned by Level 3.

"Loop" shall mean a group of Segments as delineated in a Customer Order.

"Off-Net Lateral Segment" shall mean a Lateral Segment that connects the backbone of the Level 3 System to a location where Level 3 has not completed construction at the time of such request from Customer.

"Off-Net Riser Segment" shall mean a Riser Segment for which Level 3 has not completed construction and/or for which Level 3 has not secured or reserved funding for construction at the time of request by Customer.

"On-Net Lateral Segment" shall mean a Lateral Segment that connects the backbone of the Level 3 System to a location where Level 3 has already completed construction at the time of such request from Customer.

"On-Net Riser Segment" shall mean a Riser Segment for which Level 3 has completed construction at the time of request by Customer.

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

"Riser Segment" shall mean the Segments (including On-Net Riser Segments and Off-Net Riser Segments) of the Level 3 System that connect a Lateral Segment within a building to another location within the same building identified in each Customer Order and each of which shall be owned by Level 3.

"Riser Segment Customer Commit Date" shall mean, with respect to each Riser Segment and subject to force majeure events, the dates confirmed by each Customer Welcome Letter.

"Riser Segment Fee" shall mean the fee for the use of the Customer Fibers in a Riser Segment as specified in each Customer Order.

"Route Miles" shall mean, for each Segment, the number of route miles identified in the Customer Order.

"Running Line Facilities" shall mean such facilities located along intercity Segments (including regeneration facilities and opamp facilities but excluding Segment End Point Facilities) that are owned, leased or otherwise used by Level 3 to regenerate the signal of lit fibers in the Cable or optically amplify lit fibers in the Cable as more particularly described in **Exhibit "B"**.

"Segments" shall have the meaning set forth in Section 3(A).

"Segment End Point" shall have the meaning set forth in Section 3(A).

"Segment End Point Facilities" shall mean such facilities (including gateways, synergy sites and terminal facilities but excluding Running Line Facilities) that are owned, leased or otherwise used by Level 3 to accommodate or house switch equipment, fiber optic transmission and/or associated ancillary equipment to serve as a switch terminal, transport concentrator, hub terminal or junction.

"Service Commencement Date" shall mean the date when Customer accepts (or is deemed to accept) a Connection Notice with respect to a Segment in accordance with Section 10(B) notwithstanding Section 2.1 of the Agreement.

"System Route" shall have the meaning set forth in Section 3(A).

"Targeted Completion Date" shall mean, with respect to each Segment and subject to force majeure events, the dates set forth in a Customer Order.

"Taxes" shall mean Property Taxes, Transaction Taxes and Withholding Taxes, collectively.

3. System Route.

(A) For each Customer Order executed by the parties, the Level 3 System will connect the points identified on such Customer Order (each point in a Customer Order is called a "Segment End Point", the route between the applicable Segment End Points is called a "Segment", and all of the Segments together are called the "System Route"). The Level 3 System will include the Lateral Segments and Riser Segments (each of which shall be considered a "Segment" for purposes hereof), if any, identified in a Customer Order.

(B) Level 3 has constructed Running Line Facilities along the intercity Segments of the Level 3 System as described in **Exhibit "B"**. Customer shall be provided with the use of space and power as specified in **Exhibit "B"**, and shall pay the charges specified in **Exhibit "B"** in accordance with the terms hereof.

(C) Occupancy by Customer in any Segment End Point Facility shall be subject to the execution of a Customer Order pursuant to the Service Schedule for Level 3[®] Colocation Service of the Agreement.

4. Cancellation of Customer Orders.

(A) Customer shall have the right (subject to payment of the cancellation charges set forth herein) to cancel any Customer Order executed by the parties upon written notice to Level 3 delivered on or before the earlier to occur of a) thirty (30) days following the issuance of the Customer Welcome Letter; or b) Level 3's delivery to Customer of a Connection Notice for any of the Customer Fibers ordered pursuant to such Customer Order. In the event Customer exercises its right to cancel the Customer Order as provided above, Customer shall pay a cancellation charge to Level 3 (as liquidated damages and not a penalty) equal to the greater of 1) the Design,

Planning and Engineering Fee for the cancelled Customer Fibers in the Customer Order; or 2) Level 3's Costs (plus a thirty percent (30%) management fee) incurred to implement the Customer Order for Customer (including demobilization costs after Level 3's receipt of the cancellation notice from Customer). Level 3 may retain the Design, Planning and Engineering Fee, if already paid by Customer, to satisfy (in whole or in part) the cancellation charge.

(B) This Section 4 sets forth Customer's sole right to terminate for convenience any Metro and/or Intercity Dark Fiber Service and Section 2.5 of the Agreement shall not apply to any (Metro and/or Intercity Dark Fiber Service provided on an IRU basis pursuant to this Service Schedule.

5. Grant of IRU. As of the IRU Effective Date for each particular Segment delivered by Level 3 to Customer hereunder, Level 3 grants to Customer, and Customer acquires from Level 3 (i) an exclusive indefeasible right of use in, for the purposes described herein, the Customer Fibers designated in the Customer Order; and (ii) an associated and non-exclusive license to use, for the purposes described herein, the designated space in the Running Line Facilities, all upon and subject to the terms and conditions set forth herein (collectively the "IRU").

6. Fees.

(A) Customer agrees to pay, as compensation for Level 3's performance of incremental design, planning and engineering of the Customer Fibers located within each Segment, Lateral Segment and Riser Segment, the D,P&E Fee set forth in each Customer Order.

(B) Customer further agrees to pay, as compensation for the use of the Customer Fibers, the IRU Fee set forth in each Customer Order.

(C) Customer further agrees to pay, as compensation for the construction and installation of Customer Fiber within the Lateral Segments and as compensation for the use thereof, the Lateral Segment Fee set forth in each Customer Order.

(D) Customer further agrees to pay, as compensation for the construction and installation of Customer Fiber within the Riser Segments and as compensation for the use thereof, the Riser Segment Fee set forth in each Customer Order.

(E) Customer further agrees to pay, as compensation for the recurring access charges for Lateral Segments and Riser Segments, the Building Access Fees set forth in each Customer Order.

(F) In addition to the foregoing amounts, Customer shall pay directly or reimburse Level 3 for all other sums, costs, fees and expenses which are expressly provided to be paid by Customer under this Service Schedule.

(G) Except for the D,P,&E Fee, which shall be due and payable no later than five (5) days after the execution of each Customer Order, Level 3 will send Customer invoices for payments of the all other sums, costs, fees and expenses owed by Customer to Level 3 hereunder (including, but not limited to, the IRU Fee, the Lateral Segment Fee and the Riser Segment Fee), and Customer shall pay such invoiced amounts in accordance with Section 3.3 of the Agreement. Notwithstanding the foregoing, in the event one or more Segments in a metropolitan area are part of a Loop, then the IRU Fee for all of the Segments in that Loop shall be due and payable within thirty (30) days after the Service Commencement Date of the last Segment comprising the Loop.

7. IRU Term.

(A) The IRU with respect to each Segment shall become effective on the first day when both (i) the Service Commencement Date with respect to the Customer Fibers within a Segment has occurred and (ii) Level 3 has received payment of all of the IRU Fee, Lateral Segment Fee or Riser Segment Fee, as applicable, with respect to such Segment (the "IRU Effective Date"). Subject to the provisions of Article 3 of the Agreement, the IRU with respect to the Customer Fibers within each Segment shall terminate on the twentieth (20th) anniversary of the IRU Effective Date (or such shorter period as may be set forth in the Customer Order), and the IRU with respect to the Customer Fibers within each Riser Segment shall terminate on the fifth (5th) anniversary of the IRU Effective Date (the "IRU Term"). Notwithstanding a shorter Agreement Term, if any, set forth in the Agreement, the Agreement Term with respect to Metro and/or Intercity Dark Fiber Service shall continue for the IRU Term.

(B) Upon the expiration or termination of the IRU Term respecting a Segment as provided in this Service Schedule, all rights to the use of the Customer Fibers therein shall revert to Level 3 without reimbursement of any of the IRU Fee or other sums, costs, fees or expenses previously made with respect thereto, and from and after such time Customer shall have no further rights or obligations hereunder with respect thereto unless such rights or obligations are specifically provided herein to survive the IRU Term (nor shall this act to absolve Customer from payment obligations which arose prior to expiration of the Term).

(C) This Service Schedule shall become effective on the Service Schedule Effective Date above and shall terminate on the date when all the IRU Terms of the Segments shall have expired or terminated (subject always to the earlier termination provisions of Article 3 of the Agreement), except that those provisions of this Service Schedule which are expressly provided herein to survive such termination shall remain binding on the parties hereto.

8. Required Rights.

(A) Level 3 agrees to obtain and maintain in full force and effect for and during the IRU Term of each Segment all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively, the "Required Rights") that are necessary for Level 3 to obtain in order to permit Level 3 to construct, install and keep installed, and maintain the Customer Fibers and, if applicable, the associated Running Line Facilities within such Segment in accordance with this Service Schedule and to convey the IRU in the Customer Fibers to Customer and all other rights under this Service Schedule pursuant to the IRU. Customer shall obtain and maintain in full force and effect for and during the IRU Term of each Segment all Required Rights are necessary for Customer to obtain in order to use and operate the Customer Fibers.

(B) If, after the Service Commencement Date with respect to a Segment, Level 3 is required (i) by any Governmental Authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Required Right, (iii) by any other Person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any force majeure event, to relocate the Level 3 System within such Segment or any portion thereof, Level 3 shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Level 3 will inform Customer of determinations made by Level 3 in connection with such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in **Exhibit "C"** and be subject to Acceptance Testing. If and to the extent that a relocation is not the result of a failure by Customer to observe and perform its obligations under this Agreement, the costs of relocations of the Level 3 System are included in the Recurring Charge. Customer shall reimburse Level 3 for Level 3's Costs (including but not limited to Acceptance Testing and including amounts paid to a Relocating Authority to avoid relocation) to the extent that such relocation is the result of a failure by Customer to observe and perform its obligations under this Agreement.

(C) Notwithstanding anything to the contrary contained in this Service Schedule or the Agreement, to the extent Level 3 is required under the terms and provisions of any Required Right to indemnify the grantor or provider thereof from and against any and all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the Level 3 System, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of such grantor or provider and its employees, servants, agents, contractors, sub-contractors or other Persons using the property covered by such Required Right, Customer hereby releases such grantor or provider from, and hereby waives, all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the Level 3 System regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction, of such grantor or provider or its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Required Right.

9. Lateral and Riser Segments.

(A) In the event that Customer desires to have Level 3 provide Lateral Segments or Riser Segments during the IRU Term, Customer may request (in writing) that Level 3 provide terms for procurement of the same. If Customer and Level 3 agree on terms for the provision of Lateral Segments or Riser Segments, the parties shall promptly execute a Customer Order including the Lateral Segment or Riser Segment. Unless agreed to by the parties in a Customer Order, Level 3 shall be under no obligation to provide the Lateral Segments or Riser Segments to Customer.

(B) Each Lateral Segment shall be constructed from a point on the backbone of the Level 3 System (the "Lateral Segment Interconnection Point") to a building access point (the "Lateral Segment End Point"). The Lateral Segment Interconnection Point shall be determined by Level 3 and shall be located generally at a Level 3 manhole. The Lateral Segment End Point shall be determined by Level 3 and shall generally be located at a point within the building or a manhole outside the building, as further described in the Customer Order. Each Riser Segment shall be constructed from a Segment End Point or a Lateral Segment End Point (as the case may be) within a facility (the "Riser Segment Interconnection Point") to another location within the same facility (the "Riser Segment End Point"). Both the Riser Segment Interconnection Point and the Riser Segment End Point shall be determined by Level 3.

(C) The Lateral Segment Fee or Riser Segment Fee respecting each such On-Net Lateral Segment or Riser Segment shall be a fixed price as agreed to by the parties. The Lateral Segment Fee or Riser Segment Fee respecting each such Off-Net Lateral Segment or Riser Segment shall be equal to one hundred percent (100%) of the Cost incurred by Level 3 in connection with the construction and installation of such Off-Net Lateral Segment or Riser Segment, plus any non-recurring charges associated with building access/risers and a management fee equal to thirty percent (30%) of such Costs. An estimate of the Lateral Segment Fee or Riser Segment Fee for the Off-Net Lateral Segment or Riser Segment shall be included in the Customer Order, and Customer shall pay such estimated Lateral Segment Fee or Riser Segment Fee in full within thirty (30) days of receipt of an invoice therefore. In the event it is determined by Level 3 that the actual Cost to construct the Off-Net Lateral Segment or Riser Segment was either higher or lower than the estimated Cost paid by Customer, then additional fees for the Lateral Segment or Riser Segment will be invoiced or credits issued as appropriate. Level 3 shall use commercially reasonable efforts to determine whether such credits or additional payments are required within ninety (90) days of the Service Commencement Date for such Lateral Segment or Riser Segment. The Lateral Segment Fee or Riser Segment Fee does not include any Building Access Fees that may be associated with building access and risers.

(D) Level 3 shall use commercially reasonable efforts to deliver each Lateral Segment or Riser Segment on or before the Customer Commit Date for such Lateral Segment or Riser Segment. Level 3 will inform Customer of the progress of work necessary to

complete such delivery, but Customer shall not be entitled to any liquidated damages (as set forth in Section 18) related to the failure to complete delivery of an Off-Net Lateral Segment or Riser Segment on or before the dates required by this Section.

10. Acceptance Testing and Completion.

(A) Level 3 shall test the Customer Fibers in accordance with the procedures and standards specified in **Exhibit "D"** ("Acceptance Testing"), and Level 3 shall provide Customer with a copy of such test results for each Segment so that the test results may be reviewed in a timely manner. Acceptance Testing is limited to testing of the Customer Fibers. Customer shall be responsible for the timely designation of its space and power requirements and completion of any work or installation required in order for it to place the Customer Fibers into operation (and Customer's failure to designate its space and power requirements or complete such work shall not be grounds for rejection of a Connection Notice).

(B) Upon the successful completion of Acceptance Testing respecting the Customer Fibers within a Segment, Lateral Segment or Riser Segment and, if applicable, the completion of any build out required for the associated Running Line Facilities, Level 3 shall provide a Connection Notice to Customer. Level 3 shall contemporaneously deliver a copy of the results of the Acceptance Testing for the Segment, Lateral Segment or Riser Segment (if and to the extent that Level 3 has not previously delivered same) and Customer shall, within fifteen (15) days of receipt of the Connection Notice (notwithstanding the shorter acceptance period set forth in Section 3.1 of the Agreement), either accept or reject the Connection Notice (Customer shall be permitted to reject only if Customer specifies a material failure of the Customer Fibers to satisfy the requirements of this Service Schedule) by delivery of written notice to Level 3. In the event Customer rejects the Connection Notice, Level 3 shall promptly, and at no cost of Customer, commence to remedy the defect or failure specified in Customer's notice. Thereafter Level 3 shall again conduct Acceptance Testing and (if successfully completed) provide Customer a Connection Notice with respect to such Segment, Lateral Segment or Riser Segment. The foregoing procedure shall apply again and successively thereafter until Level 3 has remedied all defects or failures specified by Customer. Any failure by Customer to timely accept or reject a Connection Notice, or any use of the Customer Fibers or the space in the Running Line Facilities by Customer for any purpose other than testing of the Customer Fibers, shall be deemed to constitute acceptance for purposes of this Service Schedule and Customer shall be deemed to have delivered a notice of acceptance upon such use or on the fifteenth day after delivery of the Connection Notice. Notwithstanding the foregoing, Level 3 may send a separate Connection Notice for each Running Line Facility located along a Segment.

11. Interconnection Points.

(A) Customer shall have the right to request that Level 3 interconnect Customer's communications system with the Customer Fibers at the Segment End Points and such other points as are determined and designated by Level 3 in its sole discretion as described in this Section 11 ("Interconnection Points"). Notwithstanding the foregoing, there shall be no Interconnection Points in any portion of the Level 3 System which transits Canada unless such interconnection can be accomplished in a fashion which, in Level 3's judgment, will not cause either Level 3 or Customer to be in violation of applicable laws or regulations.

(B) Level 3 may route the Customer Fibers through Level 3's space in any Segment End Point Facilities or Running Line Facilities, in Level 3's sole discretion; provided such routing shall not materially adversely affect Customer's use of the Customer Fibers hereunder and Level 3 shall be responsible for all costs and expenses associated therewith.

(C) In the event that Customer desires to cross-connect the Customer Fibers with other fibers provided by Customer or another carrier within a Segment End Point Facility, Customer shall execute a separate cross-connection agreement as provided by Level 3. In the event that Customer desires to install other fibers provided by Customer in a Segment End Point Facility, Customer shall execute a separate fiber termination agreement. In the event that Customer desires to interconnect the Customer Fibers with other fibers provided by Customer or another carrier at a location other than a Segment End Point Facility, Customer shall comply with Level 3's then-current interconnection policies and guidelines. The fees associated with such interconnection and cross-connection shall be specified in the then-current cross-connection agreement, fiber termination agreement and/or interconnection policies and guidelines.

(D) Any additional work respecting the Level 3 System or the Customer Fibers required by Customer and which is not otherwise set forth in the interconnection policies and guidelines or the fiber connection agreement, shall be undertaken only by Level 3 in Level 3's sole discretion at Customer's request and shall be performed within a reasonable amount of time consistent with industry accepted practices; Customer shall reimburse Level 3 for all Costs incurred in connection with such additional work, plus a management fee equal to thirty percent (30%) of such Costs.

(E) Customer shall have no right to perform work on or otherwise physically access the Customer Fibers, the Level 3 System or the Interconnection Points, except with the express permission and supervision of Level 3. In the event Customer accesses a Level 3-owned manhole, hand hole or the Level 3 System without the express permission and supervision of Level 3, Customer shall pay to Level 3 a fee (as liquidated damages and not as a penalty) in the amount of ten thousand dollars (\$10,000) for the first occurrence and twenty five thousand dollars (\$25,000) for each occurrence thereafter. Notwithstanding the foregoing, this provision shall not limit Level 3's ability to pursue a claim for damages to the equipment or facilities as a result of such access by Customer, and in no event shall this provision authorize Customer to access a Level 3-owned manhole, hand hole or the Level 3 System without the express permission and supervision of Level 3.

12. Operations.

(A) Subject to the access restrictions set forth in Section 11, Customer shall (at its full cost and expense) have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the Customer Fibers; provided, such control and responsibility by Customer shall not adversely affect the use by any other Person of the Level 3 System and/or any electronic or optronic equipment used by such Person in connection therewith.

(B) Customer acknowledges and agrees that except for the items included as part of the Running Line Facilities as described in **Exhibit "B"**, Level 3 is not supplying nor is Level 3 obligated to supply to Customer any optronic or electronic equipment or related facilities, all of which are the sole responsibility of Customer, nor is Level 3 responsible for performing any work other than as specified in this Service Schedule.

(C) Upon not less than one hundred twenty (120) days' written notice from Level 3 to Customer, Level 3 may, at its option substitute for the "Operating Customer Fibers" (as defined below) within any Segment or Segments, or any portions thereof, an equal number of alternative fibers within such Segment or portion thereof, provided that in such event, such substitution (i) shall be effected at the sole cost of Level 3; (ii) shall incorporate fiber meeting or exceeding the specifications set forth in **Exhibit "C"**, and be tested in accordance with the Acceptance Testing; (iii) shall not change any Segment End Points or other Interconnection Points; and (iv) Level 3 shall use all reasonable good faith efforts to minimize any interruption in the operation of the Operating Customer Fibers. Substitution of Customer Fibers shall not affect or extend the IRU Term with respect to the fibers so substituted. For purposes of the foregoing, "Operating Customer Fibers" shall mean Customer Fibers which have been jumpered to Customer's space or equipment at a Segment End Point Facility or a Running Line Facility. Level 3 may substitute Customer Fibers which are not Operating Customer Fibers at any time during the IRU Term without notice to Customer (provided that, in the event Level 3 has substituted the Customer Fibers, then at the time such Customer requests that its fibers be jumpered to its space or equipment, the substituted Customer Fibers will be tested in accordance with the provisions of this Service Schedule).

13. Maintenance and Repair of the Level 3 System.

From and after the IRU Effective Date with respect to each Segment, the maintenance of the Level 3 System within such Segment shall be provided in accordance with the maintenance requirements and procedures set forth in **Exhibit "E"** attached hereto. The costs to the Customer of all Scheduled and Unscheduled Maintenance (as defined in **Exhibit "E"**) of the Customer Fibers shall be paid by Customer as the Recurring Charge.

14. Recurring Charge.

(A) Customer shall pay to Level 3 for Scheduled and Unscheduled Maintenance (including relocations) of the Level 3 System (as set forth in **Exhibit "E"**) each year commencing with the Service Commencement Date of a Segment (or if a Segment is part of a Loop, then commencing on the Service Commencement Date of the last Segment of Customer Fiber comprising such Loop) and continuing until the expiration of the IRU Term with respect to such Segment shall have occurred (subject to the adjustment set forth in Section 14(C) below), as follows (the "Recurring Charge"):

(i) for an intercity Segment, the amount stated in the Customer Order; and

(ii) for a metro Segment, the amount stated in the Customer Order for such metro Segment.

(iii) for a Lateral Segment, whether metro or intercity, the amount stated in the Customer Order.

(B) In the event Level 3 is required to relocate all or a portion of a Segment in accordance with the procedures contained in Section 8(B), then the Recurring Charge for the Segment may be adjusted accordingly based on the increase or decrease in the number of Route Miles.

(C) The Recurring Charge shall be increased on each anniversary of the Service Commencement Date of the first Segment in which Customer will receive the IRU by the increase, if any, in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), for the preceding twelve (12) month period for the area where Customer may have an IRU in Customer Fibers. In the event such index shall cease to be computed or published, Level 3 may, in its reasonable discretion, designate a successor index to be used in determining any increase to the Recurring Charge.

(D) The Recurring Charge for the first Segment shall be due and payable on the Service Commencement Date of such Segment and on each anniversary thereof. The Recurring Charge for additional Segments shall also be due upon the applicable Service Commencement Date, but shall be pro-rated based upon the number of months from such Service Commencement Date until the next anniversary date for the first Segment. Thereafter, the Recurring Charge for any Segment shall be due on the anniversary date for the first Segment.

15. Impositions and Taxes.

(A) Level 3 and Customer acknowledge and agree that it is their mutual objective and intent to minimize, to the extent feasible, all Impositions and Taxes and that they will cooperate with each other and coordinate their mutual efforts to achieve such objective in accordance with the provisions of this Article. In the event any Imposition or Tax is required to be paid by Customer to Level 3 hereunder, all invoice, payment and interest terms of Section 2.2 of the Agreement shall apply.

(B) Following the Service Commencement Date for each Segment, Customer shall pay all Impositions separately imposed upon or with the respect to the Customer Fibers.

(C) Following the Service Commencement Date, Level 3 shall timely pay any and all Impositions imposed upon or with respect to the Level 3 System to the extent such Impositions have not been separately assessed or imposed upon or against the respective interests of Level 3 and Customer in such Level 3 System. Upon receipt of a notice of any such Imposition, Level 3 shall promptly notify Customer of such Imposition and Customer shall pay or reimburse Level 3 for its proportionate share of such Imposition, which share shall be determined (i) to the extent possible, based upon the manner and methodology used by the particular Governmental Authority imposing such Imposition (e.g., on the cost of the relative property interests, historic or projected revenue derived therefrom, or any combination thereof); or (ii) if the same cannot be so determined, then based upon Customer's proportionate share of the total fiber count in the affected portion of the Level 3 System.

(D) Except for taxes based on Level 3's net income, Customer will be responsible for payment of all applicable taxes that arise in any jurisdiction as a result of the transactions contemplated herein, including without limitation all sales, use, value added, consumption, gross receipts (other than in lieu of net income tax), excise, stamp or transfer taxes (collectively, "Transaction Taxes"), however designated. If any taxing authority asserts that Level 3 should have collected any Transaction Tax from Customer which Level 3 did not collect, Customer hereby agrees to indemnify Level 3 for such Transaction Taxes and hold Level 3 harmless on an after-tax basis from and against any taxes, interest or penalties levied or asserted in connection therewith, and to bear a proportionate share of Level 3's contest expenses.

(E) Level 3 shall be responsible for filing returns and paying all ad valorem property taxes (the "Property Taxes") imposed on, related to or assessed against the Customer Fibers. Customer shall compensate Level 3 for Property Taxes attributable to the Customer Fibers by payment of an annual fee (the "Property Tax Fee") billed to Customer for each year of the Term. Such payment shall be made in accordance with the provisions of Section 14(D). Level 3 shall calculate the Property Taxes attributable to the Customer Fibers (utilizing an apportionment methodology that compares the total fiber miles (or kilometers) in Customer Fibers to the total fiber miles (or kilometers) in the Level 3 System and then applying that percentage to the then current annual accrual for total Property Tax (excluding Property Tax attributable to other than conduit and fiber) on the Level 3 System). The resultant annual Property Tax attributable to the Customer Fibers shall be billed to and paid by Customer for the Customer Fibers, and such Property Tax Fee shall be contained in each Customer Order.

(F) All payments made by Customer hereunder shall be made without any deduction or withholding for or on account of any tax, duty or other charges of whatever nature imposed by any taxing or government authority (collectively, "Withholding Taxes"). If either Customer or Level 3 are or were required by law to make any deduction or withholding from any payment due hereunder to Level 3, then, notwithstanding anything to the contrary contained in this Service Schedule, the gross amount payable by Customer shall be increased so that, after any such deduction or withholding for Withholding Taxes, the net amount received by Level 3 will not be less than Level 3 would have received had no such deduction or withholding been required.

16. Use of Level 3 System.

(A) Customer represents and warrants that it will use the Customer Fibers and the IRU hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.

(B) Subject to the provisions of this Service Schedule, Customer may use the Customer Fibers and the IRU for any lawful purpose. Customer acknowledges and agrees that it has no right to use any fibers, other than the Customer Fibers, included or incorporated in the Level 3 System, and that Customer shall keep any and all of the Level 3 System and the designated space in the Running Line Facilities free from any liens, rights or claims of any third party attributable to Customer.

(C) Notwithstanding anything to the contrary contained in this Service Schedule, Customer covenants and agrees that Customer shall not and that Customer shall have no right to assign, sell, lease, sublease, transfer, grant an indefeasible right of use or similar right or interest in the IRU or the Customer Fibers to any Person. Customer shall not sublease or assign the right to use space in any Running Line Facility without the prior written consent of Level 3. Customer agrees and understands that Level 3 may enjoin Customer from any attempt to violate the provisions of this Section 16(C).

(D) Customer shall not use the Customer Fibers in a way that physically interferes in any way with or otherwise adversely affects the use of the fibers, cable or conduit of any other Person using the Level 3 System.

(E) Customer and Level 3 shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event of which it is aware that could give rise to any damage or impending damage to or loss of the Level 3 System.

(F) Customer and Level 3 agree to cooperate with and support each other in complying with any requirements applicable to their respective rights and obligations hereunder by any Governmental Authority.

17. Insurance.

(A) During the IRU Term, each party shall obtain and maintain the following insurance: (i) Commercial General Liability including coverage for (a) premises/operations, (b) independent contractors, (c) products/completed operations, (d) personal injury, (e) contractual liability and (f) explosion, collapse and underground hazards, with combined single limit of not less than \$5,000,000.00 each occurrence or its equivalent; (ii) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (iii) Automobile Liability including coverage for owned/leased, non-owned or hired automobiles with combined single limit of not less than \$1,000,000.00 each accident.

(B) During the IRU Term, Customer shall obtain and maintain "all risk" property insurance in an amount equal to the replacement cost of all electronic, optronic and other equipment utilized by Customer in connection with the Customer Fibers.

(C) Both parties expressly acknowledge that a party shall be deemed to be in compliance with the provisions of this Article if it maintains an approved self-insurance program providing for a retention of up to \$1,000,000.00. If either party provides any of the foregoing coverage on a claims-made basis, such policy or policies shall be for at least a three (3) year extended reporting or discovery period.

(D) Unless otherwise agreed, all insurance policies shall be obtained and maintained with qualified reputable insurers and each party shall, upon request, provide the other party with an insurance certificate confirming compliance with the requirements of this Article.

(E) Customer and Level 3 shall each obtain from the insurance companies providing the coverage required by this Service Schedule, the permission of such insurers to allow such party to waive all rights of subrogation and such party does hereby waive all rights of said insurance companies to subrogation against the other party, its affiliates, subsidiaries, assignees, officers, directors and employees.

(F) In the event either party fails to maintain the required insurance coverage and a claim is made or suffered, such party shall indemnify and hold harmless the other party from any and all claims for which the required insurance would have provided coverage.

(G) Until the IRU Effective Date for a Segment, Level 3 shall bear all risk of loss of and damage or destruction to the Level 3 System within such Segment. Commencing as of the IRU Effective Date, any loss, damage or destruction of or to the Level 3 System not otherwise required to be insured hereunder shall be treated for all purposes as **Unscheduled Maintenance** (as defined in **Exhibit "E"**).

18. Representations and Warranties.

(A) Customer acknowledges and agrees that Customer's sole rights and remedies with respect to any defect in or failure of the Customer Fibers to perform in accordance with the specifications set forth in **Exhibit "C"** shall be limited to the particular vendor's or manufacturer's warranty. In the event any maintenance or repairs to the Level 3 System are required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, Level 3 shall pursue all remedies against such manufacturers, contractors or vendors on behalf of Customer, and Level 3 shall reimburse Customer's costs for any maintenance Customer has incurred as a result of any such breach of warranty to the extent the manufacturer, contractor or vendor pays such costs.

(B) EXCEPT AS SET FORTH IN THE FOREGOING SECTION 18(A), LEVEL 3 MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER FIBERS OR THE LEVEL 3 SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

Exhibit "A"
Customer Order Form for
Level 3 Metro Dark Fiber and/or Level 3 Intercity Dark Fiber IRU Service

Order Date:	[Insert Month, Day, and Year]
Order #:	[Insert Order # assigned by Level 3]
Level 3:	Level 3 Communications, LLC
Customer:	[Insert Customer Name]
Service Schedule Effective Date of Metro Dark Fiber and or Intercity Dark Fiber - IRU :	[Insert Month, Day and Year]

This Customer Order form incorporates the terms and provisions as set forth in the above-referenced Metro and/or Intercity Dark Fiber Service Schedule (the "Service Schedule") and that Master Services Agreement (the "Agreement") executed by Level 3 and Customer. Capitalized terms used but not defined herein shall have the meaning set forth in the Service Schedule and Agreement.

1. **Order.** Customer hereby orders an IRU for the following Customer Fibers and Level 3 hereby agrees to deliver an IRU in the following Customer Fibers, all pursuant to and in accordance with the terms of the Service Schedule and Agreement.

Segment Descriptions

Segment	Fiber Count	Route Miles	Segment End Point	Segment End Point	Targeted Completion Date

Lateral Segment Descriptions

Lateral Segment Name (Type)	Fiber Count	Route Miles	Lateral Segment Interconnection Point	Lateral Segment End Point	Diverse or Non-Diverse	Demarcation Point Type*	Lateral Segment Completion Date

Riser Segment Descriptions

Riser Segment Name (Type)	Fiber Count	Riser Segment Interconnection Point	Riser Segment End Point	Diverse or Non-Diverse	Demarcation Point Type*	Riser Segment Completion Date

*The demarcation point at each Lateral Segment End Point and each Riser Segment End Point shall generally be one of the following types, as determined by Level 3: 1) a meet at the Level 3 backbone (for a Customer-built Lateral Segment); 2) a fiber meet in the building's zero or meet-me manhole; 3) a building minimum point of entry (where a splice patch panel is required); 4) a common demarcation point (e.g. a building common room or meet-me room); 5) the Level 3 distribution point of presence; or 6) an extended demarcation point in the Customer point of presence.

2. **Fees.** Customer agrees to pay, as compensation for Level 3's performance of incremental design, planning and engineering of the Customer Fibers the Design, Planning and Engineering Fees set forth in the tables below. Customer further agrees to pay, as compensation for the use of the Customer Fibers, the additional fees set forth in the tables below.

Segment Fees

Segment Name	D,P&E Fee	IRU Fee	Total Fees
Totals			

Lateral Segment Fees

Lateral Segment Name	Lateral Segment Fee		
	D,P&E Fee	Remaining Lateral Segment Fee	Total Fees*
Totals			

Riser Segment Fees

Riser Segment Name	Riser Segment Fee		
	D,P&E Fee	Remaining Riser Segment Fee	Total Fees*
Totals			

Building Access Fees

Building	Building Access Fee**	Frequency of Payment

Property Tax Fees

Segment	Annual Property Tax Fee

Recurring Charges

Recurring Charges shall be paid for the above listed Segments (except Riser Segments) as set forth in Section14 of the Service Schedule. The Recurring Charges are as follows:

Segment	Recurring Charge (Annual)

*For Off-Net Lateral Segments and Off-Net Riser Segments, the total fees have been calculated as an estimate of construction costs.

**The Building Access Fee has been calculated as of the execution date of this Customer Order Form. In the event the building owner increases the recurring access and/or riser fees, then Level 3 shall have the right, upon written notice to Customer, to increase the Building Access Fee on a direct pass-through basis.

The D,P&E Fees set forth above shall be due and payable no later than five (5) days after execution of this Customer Order Form. The other fees set forth above shall be invoiced upon the Acceptance Date of such Segment, Lateral Segment, or Riser Segment and shall be due and payable in accordance with the Agreement.

Upon execution by both parties, this Customer Order form shall be a legally binding obligation of each party and is incorporated by reference into the Service Schedule and Agreement.

LEVEL 3 COMMUNICATIONS, LLC

[CUSTOMER]

By: _____
Title: _____

By: _____
Title: _____

Exhibit "B"
Running Line Facilities

The following section delineates the space and power requirements for the Running Line Facilities forming a part of the Level 3 System. Level 3 will install structures approximately 80 – 130 kilometers apart, along the System Route, to house DC power plants and telecom infrastructure required to support the installation and operation of optical amplification, regeneration and other electronic equipment for the Level 3 System.

The following are the general specifications of the Running Line Facilities and support equipment.

- ♦ Facilities will be equipped with redundant systems for controlling the temperature and humidity ("Environmental Systems").
- ♦ The facility sites will be equipped with an external backup generator.
- ♦ Level 3 shall provide a level of – 48 volt DC power for the operation of Customer's equipment within each Running Line Facility.
- ♦ Level 3 will remotely monitor all perimeter intrusion sensors, power equipment and Environmental Systems for faults and alarms on a twenty-four hour basis.
- ♦ All colocation space will typically be segregated from common areas or other technical space by mesh caging or pre-fabricated gypsum board or steel stud walls. Such space may also take other forms depending on availability and Customer requirements (i.e. colocation cabinets).

Customer shall abide by any posted or communicated rules relating to use of, access to, or security measures respecting the facilities. Customer may request access to the colocation space in each facility for any of its personnel, contractors or technicians by contacting Level 3's Service Management Center (877-4-LEVEL3) who will authorize such individuals in the Customer profile based upon Level 3's then current access policies. In the event Customer or any of its agents or employees is found in the facilities with any firearms, drugs, alcohol or is found engaging in any criminal activity, eavesdropping, foreign intelligence, card selling or slamming, Level 3 shall have the right to require that such individuals immediately vacate the facilities and such individuals shall not be allowed to return. In the event that unauthorized parties gain access to the facilities through access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages incurred as a result thereof. Customer shall be responsible for the cost of replacing any security devices lost or stolen after delivery thereof to Customer.

Customer will be responsible for monitoring its own equipment placed within the Running Line Facilities.

Customer Space Requirements:

Customer shall provide Level 3 with written notice within thirty (30) days following execution of each Customer Order specifying the amount of space it wishes to utilize in each Running Line Facility within each Segment where Customer is receiving Customer Fibers. The parties will work together, subject to current availability, to determine the amount of space needed by Customer based on the fiber count and the network function to be performed at each facility. In the event that such notice is not received by Level 3 within such period, then Customer shall be deemed, subject to current availability, to have accepted for the IRU Term space in accordance with the table below which delineates the default space allotment based on the fiber count and the network function to be performed at each facility.

The fees set forth in the order shall be due and payable at the same times and in accordance with the same procedures as set forth in the Agreement and Service Schedule (so that the fee for each Running Line Facility located along a Segment shall be due and payable on the Service Commencement Date for such Segment). If the monthly payment option is selected, the fees for space shall be increased on each anniversary of the Service Commencement Date of the first Segment in which Customer will receive the IRU by the increase, if any, in the CPI-U, U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), for the preceding twelve (12) month period. In the event such index shall cease to be computed or published, Level 3 may, in its reasonable discretion, designate a successor index to be used in determining any increase to the fees for space.

In the event Customer determines that it will require more space for the Customer Fibers than previously requested by Customer or allocated by Level 3 pursuant hereto, Level 3 will, subject to availability and Level 3's own business needs and requirements, determined in Level 3's sole discretion, upon the request of Customer, provide Customer during the IRU Term with additional shared space sufficient for the placement of additional equipment. Customer shall pay Level 3 the then current rate for additional space.

In addition to the fees set forth above, Customer shall also be responsible for payment of its allocable portion of the real property taxes associated with each Running Line Facility.

Customer Power Requirements and Charges:

Customer will be provided power based on the breaker size selected by Customer. Level 3's standard breaker sizes are 10, 20, 30, 50 and 60 amps. Customer will be charged for power based on the breaker size, not on the power draw. Customer shall pay the following charges for power needed to operate Customer's electronic and optronic equipment: \$15 per amp per month for DC power up to a maximum of 60 amps per rack. Any power usage in excess of 60 amps per rack will be subject to additional pricing as determined by Level 3, and may not be available at certain facilities due to power limitations.

If Level 3 incurs an increase in power charges for the consumption of power needed to operate Customer's electronic and optronic equipment at Running Line Facilities along the Level 3 System, Level 3 may increase the power charges specified under this Exhibit, however, said increase shall occur not more than quarterly. Customer shall notify Level 3 in writing of its initial power requirements within sixty (60) days following execution of each Customer Order and shall be responsible for paying power charges for that amount during the entire IRU Term. Customer may increase its power requirements during the Term upon written notice to and approval from Level 3, in which case Customer shall continue to pay to Level 3 the initial power charges plus any incremental charges for the increased power for the remainder of the IRU Term.

Exhibit "C"

Acceptance Testing Procedures and Standards

1. Metropolitan Customer Fiber

After Level 3 has completed end-to-end connectivity on the fibers, bi-directional span testing will be performed. Loss measurements will be recorded using an industry-accepted laser source and a power meter. OTDR traces will be taken and splice loss measurements will be recorded and summarized on data sheets. Copies of all data sheets will be made available to Customer.

- The power loss measurements shall be made at 1310 nm and 1550 nm, and performed bi-directionally.
- OTDR traces shall be taken in both directions at 1310 nm and 1550 nm.
- The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

Optical Cable with Single Mode Fiber

- (1) At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.15 \text{ dB} \times \text{number of splices})$.
- (2) At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.15 \text{ dB} \times \text{number of splices})$.

MetroCor Optical Cable

- (1) At 1310nm: $(0.50 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.40 \text{ dB} \times \text{number of splices})$.
- (2) At 1550nm: $(0.25 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.25 \text{ dB} \times \text{number of splices})$.

- OTDR testing only will be performed for bare fiber (unterminated fiber).
- Power meter testing only will be provided for spans that do not include any field splices.
- Spans of high distances will be tested at 1550 nm only; the cutoff distance where only 1550 nm tests will be performed is approximately 50-60 km (the actual cutoff distance will be dependent upon the actual loss characteristics of the span, which itself is based upon the attenuation of the fiber and the number of splice points).
- In the event live traffic is placed on fibers prior to delivery, fibers shall be deemed acceptable without final testing and will require no testing or documentation for splices.
- Events close in proximity to a launch (connectors or splices in a building) are not required in documentation.
- In addition, events based upon fiber-specific circumstances may cause fibers to be considered acceptable. In these instances, Level 3 will provide background regarding the circumstances for the anomalous fibers.

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

- Fiber testing shall be conducted at the Segment End Point.
- End-to-end connectivity testing shall include loss from fiber attenuation, splices and connectors at the Level 3-owned optical termination panel port (OSX). The data will not include the fiber/cable and connectors from the optical termination panel to the Customer colocation space.
- The fibers shall be terminated at the Customer colocation space to the Level 3-designated optical termination panel with SC-PC to SC-PC connectors, unless another type of connector is agreed upon by both parties.
- Pigtailed and jumpers, when provided, shall be manufactured with standard single mode fiber or equivalent. Fibers shall be terminated in a fiber 1: port 1, fiber 2: port 2 arrangement unless otherwise specified by Level 3.

Any testing beyond the Segment End Point shall be performed in a coordinated fashion, so that Customer shall connect and test the fiber owned by it in conjunction with Level 3's testing of the Customer Fibers. In the event that the entire tested portion does not satisfy the testing criteria set forth herein, Customer and Level 3 shall work together in good faith to pinpoint the cause of the problem and each party shall be responsible for the timely performance of such repairs on the fibers owned by it (so that Level 3 shall only be responsible for repairs needed to bring the Customer Fibers into compliance with this Exhibit). Level 3 may (in the event of a dispute respecting testing and acceptance of the Customer Fibers within any such Segment) arrange to have the Customer Fibers tested only to the Segment End Point and, if such Customer Fibers meet the testing criteria set forth herein, Customer shall accept such Customer Fibers.

2. Intercity Customer Fiber

After Level 3 has completed end-to-end connectivity on the fibers, bi-directional span testing with an Optical Time Domain Reflectometer ("OTDR") will be done. Once the pigtailed have been spliced, loss measurements will be recorded using an industry-accepted laser source and a power meter. OTDR traces will be taken and splice loss measurements will be recorded. Level 3 will store OTDR traces on data sheets. Copies of all data sheets will be available to Customer.

The power loss measurements shall be made at 1550 nm, and performed bi-directionally. The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

At 1550nm: $(0.22 \text{ dB/km} \times \text{km of cable}) + (\text{number of pigtails} \times 0.15 \text{ dB}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.10 \text{ dB} \times \text{number of splices})$.

OTDR traces shall be taken in both directions at 1550 nm.

In addition, events based upon fiber-specific circumstances may cause fibers to be considered acceptable. In these instances, Level 3 will provide background regarding the circumstances for the anomalous fibers.

The fibers shall be terminated to the Level 3-designated optical termination panel with SC-PC connectors, unless another type of connector is specified. Pigtails and jumpers shall be manufactured with standard single mode fiber or equivalent.

Testing for Segments for which the Segment End Point is other than a Level 3 point of presence shall be performed in a coordinated fashion, so that Customer shall connect and test the fiber owned by it in conjunction with Level 3's testing of the Customer Fibers. In the event that the entire tested portion does not satisfy the testing criteria set forth herein, Customer and Level 3 shall work together in good faith to pinpoint the cause of the problem, and each party shall be responsible for the timely performance of such repairs on the fibers owned by it (so that Level 3 shall only be responsible for repairs needed to bring the Customer Fibers into compliance with this Exhibit). Level 3 may (in the event of a dispute respecting testing and acceptance of the Customer Fibers within any such Segment) arrange to have the Customer Fibers tested only to the Segment End Point and, if such Customer Fibers meet the testing criteria set forth herein, Customer shall be obligated to accept and pay for such Customer Fibers (notwithstanding the fact that the fibers connected to Level 3's point of presence may not be functioning properly).

Exhibit "E"
Maintenance Requirements and Procedures

Maintenance

Scheduled Maintenance. Routine maintenance and repair of the Customer Fibers described in this section ("Scheduled Maintenance") shall be performed by or under the direction of Level 3, at Level 3's reasonable discretion. Scheduled Maintenance shall commence with respect to each Segment upon the IRU Effective Date. Scheduled Maintenance shall only include the following activities:

- ♦ patrol of Level 3 System route on a regularly scheduled basis, which will not be less than monthly, unless hi-rail access is necessary, in which case, it will be quarterly;
- ♦ maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;
- ♦ maintenance of sign posts along the Level 3 System right-of-way with the number of the local "Call-Before-You-Dig" organization and the "800" number for Level 3's "Call-Before-You-Dig" program; and
- ♦ assignment of fiber maintenance technicians to locations along the route of the Level 3 System.

Unscheduled Maintenance. Non-routine maintenance and repair of the Customer Fibers which is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of Level 3. Unscheduled Maintenance shall commence with respect to each Segment upon the IRU Effective Date. Unscheduled Maintenance shall consist of:

- ♦ "Emergency Unscheduled Maintenance" in response to an alarm identification by Level 3's Operations Center, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the Level 3 System, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the Level 3 System.
- ♦ "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the Level 3 System not covered by Scheduled Maintenance. Customer shall immediately report the need for Unscheduled Maintenance to Level 3 in accordance with reasonable procedures promulgated by Level 3 from time to time. Level 3 will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations Center

Level 3 shall operate and maintain an Operations Center ("OC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Level 3's maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Level 3 shall have its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time Level 3 becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by force majeure events. Level 3 shall maintain a toll-free telephone number to contact personnel at the OC. Level 3's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the Level 3 System: (i) through the Customer's remote surveillance equipment and/or upon notification by Customer to Level 3, or (ii) upon notification by a third party.

Level 3 will not be responsible for monitoring the performance or operation of the Customer Fibers; in the event that Customer detects a failure in the operation of the Customer Fibers which may indicate the need for Unscheduled Maintenance, Customer shall report same to Level 3's OC.

Cooperation and Coordination

- ♦ In performing its services hereunder, Level 3 shall take workmanlike care to prevent impairment to the signal continuity and performance of the Customer Fibers. The precautions to be taken by Level 3 shall include notifications to Customer. In addition, Level 3 shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Level 3's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Level 3 in performing such maintenance as required of Level 3 hereunder.
- ♦ Level 3 shall notify Customer at least seven (7) calendar days prior to the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Level 3's ability to perform its obligations under the Service Schedule. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Level 3 shall notify Customer at Level 3's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Facilities

- ♦ Level 3 shall maintain the Level 3 System in a manner which will permit Customer's use, in accordance with the terms and conditions of the Service Schedule.
- ♦ Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the Customer Fibers, none of which is included in the maintenance services to be provided hereunder.

Cable/Fibers

- ♦ Level 3 shall perform appropriate Scheduled Maintenance on the cables contained in the Level 3 System in accordance with Level 3's then current preventive maintenance procedures which shall not substantially deviate from standard industry practice.
- ♦ Level 3 shall have qualified representatives on site any time Level 3 has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of any cable.
- ♦ Level 3 shall maintain sufficient capability to teleconference with Customer during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, Level 3 shall use reasonable efforts to repair traffic-affecting discontinuity within twelve (12) hours after Level 3's representatives arrive at the problem site and have the ability to begin uninterrupted repair activities. The aforementioned twelve (12) hour time frame is merely an estimate, and repair times may increase depending upon such variables as fiber counts and the location of the problem site. For a more accurate estimate of how long the repairs will take for any given Emergency Unscheduled Maintenance, Customer should contact Level 3's Service Management Center (877-4-LEVEL3). In order to accomplish the above-referenced objectives, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Level 3 shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP.
- ♦ In performing repairs, Level 3 shall substantially comply with the splicing specifications as set forth in **Exhibit "D"**. Level 3 shall provide to Customer any modifications to these specifications as may be necessary or appropriate in any particular instance.
- ♦ Level 3's representatives that are responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. Level 3 shall maintain and supply an inventory of spare cable in storage facilities supplied and maintained by Level 3 at strategic locations to facilitate timely restoration.

Planned Service Work Period

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

Restoration

- ♦ Level 3 shall respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an "Outage") as quickly as possible (allowing for delays caused by force majeure events) in accordance with the procedures set forth herein.
- ♦ When restoring a cut cable in the Level 3 System, the parties agree to work together to restore all traffic as quickly as possible. Level 3, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. Level 3 shall splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating between tubes, ribbons or buffers operated by the parties having an interest in the cable, including Customer and all future fiber users of the system (collectively, the "Interest Holders"); provided that, operating fibers (i.e., fibers which have been jumpered to Customer's or another party's space or equipment) in all buffer tubes or ribbons or fiber bundles shall have priority over any non-operating fibers in order to allow transmission systems to come back on line; and provided further that, Level 3 will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, Level 3 does not guarantee any specific rotational prioritization for Customer in light of the overriding requirement for expediency in restoration of service to all parties.
- ♦ **Subcontracting**

Level 3 may subcontract any of the maintenance services hereunder; provided that Level 3 shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve Level 3 of any of its obligations hereunder.

SERVICE SCHEDULE
LEVEL 3® METRO DARK FIBER SERVICE – LEASE (NORTH AMERICA)

(Version Issue Date: September 22, 2006)

1. **Applicability.** This Service Schedule is applicable only where Customer orders Level 3® Metro Dark Fiber Service - Lease (North America) ("Metro Dark Fiber Service") on a lease basis in North America only. Level 3 Metro Dark Fiber Service - Lease (North America) may be designated as (3)LinkSM Dark Fiber Service in customer orders, order acceptance, service delivery, billing and related documents.

2. **Definitions.** Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

"Acceptance Date" shall mean the date when Customer delivers (or is deemed to have delivered) notice of acceptance of a Completion Notice with respect to a Segment in accordance with Section 9.

"Cable" shall mean the high fiber count fiber optic cable owned by Level 3.

"Costs" shall mean the actual direct costs paid or payable in accordance with the procedures generally used by Level 3 in billing third parties for reimbursable projects, including the following: (i) the direct costs and out of pocket expenses on a direct pass-through basis, plus (ii) thirty percent (30%) of the amount set forth in (i) above for project planning expenses and internal labor costs, including wages, salaries, benefits and overhead of Level 3's personnel.

"Customer Commit Date" or "CCD" shall mean the date that the Metro Dark Fiber Service will be available to Customer as set forth in the Customer Welcome Letter, subject to force majeure events.

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

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

"Governmental Authority" shall mean any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.

"Installation Fee" shall mean the non-recurring charge for the provisioning of the Customer Fibers for Customer's use.

"Lateral Segment" shall mean a Segment that connects the metropolitan backbone of the Level 3 System to a location where Level 3 has already completed construction at the time of request by Customer.

"Lease Fee" shall be the fee specified in a Customer Order.

"Level 3 System" shall mean Level 3's multi-conduit fiber optic communications system.

"Loop" shall mean a group of Segments as delineated in a Customer Order.

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

"Riser Segment" shall mean a Segment that connects a Lateral Segment within a building to another location within the same building for which Level 3 has completed construction at the time of request by Customer.

"Segment End Point Facilities" shall mean such facilities (including gateways, synergy sites and terminal facilities but excluding regeneration facilities and opamp facilities) which are owned, leased or otherwise used by Level 3 to accommodate or house switch equipment, fiber optic transmission and/or associated ancillary equipment to serve as a switch terminal, transport concentrator, hub terminal or junction.

3. **System Route.**

(A) For each Customer Order executed by the parties, the Level 3 System will connect the points identified on such Customer Order (each point identified in an Customer Order is called a Segment End Point, the route between the applicable Segment End Points is called a Segment). The Level 3 System will include the Lateral Segments and

Riser Segments (each of which shall be considered a Segment for purposes hereof), if any, identified in each Customer Order.

(B) Occupancy by Customer in any Segment End Point Facility shall be subject to the execution of a Customer Order pursuant to the Service Schedule for Level 3® Colocation Service of the Agreement.

4. **Grant.** As of the Lease Effective Date for each particular Segment of Customer Fiber delivered by Level 3 to Customer hereunder, Level 3 grants to Customer, and Customer acquires from Level 3 a lease ("Lease") to use, for the purposes described herein, the Customer Fibers as described in each Customer Order.

5. **Fees.**

(A) Customer agrees to pay the Installation Fee set forth in a Customer Order within five (5) days of the execution of the Customer Order.

(B) Customer agrees to pay the Lease Fee set forth in a Customer Order. The Lease Fee shall be due on the Acceptance Date for each Segment and monthly (in advance, on the first day of each month) thereafter during the Lease Term. In the event the Acceptance Date occurs other than the first day of the month, then the first and final payment of the Lease Fee shall be prorated. The Lease Fee shall be due and payable in full, and Customer shall have no right of offset or deduction with respect to any Lease Fee (or portion thereof) due hereunder.

(C) Except for the Installation Fee, which shall be due and payable no later than five (5) days after the execution of a Customer Order, Level 3 will send Customer invoices for payments of the Lease Fee and all other sums, costs, fees and expenses owed by Customer to Level 3 hereunder, and Customer shall pay such invoiced amounts in accordance with Section 2.2 of the Agreement.

6. **Term and Early Termination.**

(A) The term for the Lease with respect to each Segment shall commence on the first day when both (i) the Acceptance Date with respect to the Customer Fibers within a Segment has occurred and (ii) Level 3 has received payment of the Lease Fee for the first month (or portion thereof) with respect to such Segment then due to Level 3 hereunder (the "Lease Effective Date"), and shall expire on the date identified in the Customer Order (provided that the term of the Lease shall not exceed sixty (60) months for any Segment) (the "Lease Term"). Notwithstanding any Agreement Term set forth in the Agreement, the Agreement Term with respect to Metro Dark Fiber Service only shall continue for the Lease Term.

(B) Upon the expiration or termination of the Lease Term respecting a Segment as provided in this Service Schedule, all rights to the use of the Customer Fibers therein shall revert to Level 3 without reimbursement of any of the Lease Fee or other sums, costs, fees or expenses previously made with respect thereto.

(C) This Service Schedule shall become effective on the Service Schedule Effective Date and shall terminate on the date when all the Lease of the Segments shall have expired or terminated (subject always to the earlier termination procedures of Article 3 of the Agreement), except that those provisions of this Service Schedule which are expressly provided herein to survive such termination shall remain binding on the parties hereto.

(D) Customer may terminate the Lease for any Segment prior to the end of the Lease Term upon thirty (30) days' prior written notice to Level 3 (in a form reasonably requested by Level 3). In the event that Customer terminates the Lease or in the event that the delivery of the Customer Fibers in a Segment is terminated due to a failure of Customer to comply with the terms of this Service Schedule or any Customer Order, Customer shall pay Level 3 a termination charge equal to the sum of:

(a) the Installation Fee for the cancelled Lease, if not already paid; and

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

This Section 6(D) shall govern the termination by Customer of Dark Fiber ordered hereunder in lieu of any other provisions of the Agreement.

7. **Required Rights.**

(A) Level 3 agrees to obtain and maintain in full force and effect for and during the Lease Term of each Segment all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively, the "Required Rights") that are necessary for Level 3 to obtain in order to permit Level 3 to construct, install and keep installed, and maintain the Customer Fibers within such Segment in accordance with this Service Schedule and to convey the Lease in the Customer Fibers to Customer and all other rights under this Service Schedule pursuant to the Lease. Customer shall obtain and maintain in full force and effect for and during the Lease Term of each Segment all Required Rights that are necessary for Customer to obtain in order to use and operate the Customer Fibers.

(B) To the extent Level 3 is required under the terms and provisions of any Required Right to indemnify the grantor or provider thereof from and against any and all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the Level 3 System, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of such grantor or provider and its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Required Right, Customer hereby releases such grantor or provider from, and hereby waives, all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the Level 3 System regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction, of such grantor or provider or its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Required Right.

8. **Lateral and Riser Segments.**

(A) Each Lateral Segment shall be constructed from a point on the metropolitan backbone of the Level 3 System to a demarcation point as identified in a Customer Order.

(B) Each Riser Segment shall be constructed from a Segment End Point within a facility to another demarcation point within the same facility as identified in each Customer Order.

9. **Acceptance Testing and Completion.**

(A) Level 3 shall test the Customer Fibers in accordance with the procedures and standards specified in **Exhibit "A"** ("Acceptance Testing"), and Level 3 shall provide Customer with a copy of such test results for each Loop, Segment, Lateral Segment or Riser Segment so that test results may be reviewed in a timely manner. Customer shall be responsible for the timely completion of any work or installation required in order for it to place the Customer Fibers into operation (and Customer's failure to complete such work shall not be grounds for rejection of a Connection Notice).

(B) Upon the successful completion of Acceptance Testing respecting the Customer Fibers within a Segment, Lateral Segment or Riser Segment, Level 3 shall provide a Connection Notice to Customer. Customer shall, within three (3) days of receipt of the Completion Notice, either accept or reject the Connection Notice (Customer shall be permitted to reject only if Customer specifies a material failure of the Customer Fibers to satisfy the requirements of this Service Schedule) by delivery of written notice to Level 3. In the event Customer rejects the Connection Notice, Level 3 shall promptly, and at no cost of Customer, commence to remedy the defect or failure specified in Customer's notice. Thereafter Level 3 shall again conduct Acceptance Testing and (if successfully completed) provide Customer a Connection Notice with respect to such Segment, Lateral Segment or Riser Segment. The foregoing procedure shall apply again and successively thereafter until Level 3 has remedied all defects or failures specified by Customer. Any failure by Customer to timely accept or reject a Connection Notice, or any use of the Customer Fibers by Customer for any purpose other than testing, shall be deemed to constitute acceptance for purposes of this Service Schedule and Customer shall be deemed to have delivered a notice of acceptance upon such use or on the third (3rd) day after delivery of the Connection Notice.

10. **Interconnection Points.**

(A) Customer shall have the right to request that Level 3 interconnect Customer's communications system with the Customer Fibers at the Segment End Points and such other points as are determined and designated by Level 3 in its sole discretion as described in this Section 10 ("Interconnection Points"). Notwithstanding the foregoing, there shall be no Interconnection Points in any portion of the Level 3 System which transits Canada unless such interconnection can be accomplished in a fashion which, in Level 3's judgment, will not cause either Level 3 or Customer to be in violation of applicable laws or regulations.

(B) In the event that Customer desires to cross-connect the Customer Fibers with other fibers provided by Customer or another carrier within a Segment End Point Facility, Customer shall execute a separate crossconnection

agreement as provided by Level 3. In the event that Customer desires to install other fibers provided by Customer in a Segment End Point Facility, Customer shall execute a separate fiber termination agreement. In the event that Customer desires to interconnect the Customer Fibers with other fibers provided by Customer or another carrier at a location other than a Segment End Point Facility, Customer shall comply with Level 3's then-current interconnection policies and guidelines. The fees associated with such interconnection and cross-connection shall be specified in the then-current cross-connection agreement, fiber connection agreement and/or interconnection policies and guidelines.

(C) Any additional work respecting the Level 3 System or the Customer Fibers required by Customer and which is not otherwise set forth in the interconnection policies and guidelines or the fiber connection agreement, shall be undertaken only by Level 3 at Customer's request and shall be performed within a reasonable amount of time consistent with industry accepted practices; Customer shall reimburse Level 3 for all Costs incurred in connection with such additional work, plus a management fee equal to thirty percent (30%) of such Costs.

(D) Customer shall have no right to perform work on or otherwise physically access the Customer Fibers or the Level 3 System, except with the express permission and supervision of Level 3.

11. **Operations.**

(A) Customer acknowledges and agrees that Level 3 is not supplying nor is Level 3 obligated to supply to Customer any optronic or electronic equipment or related facilities, all of which are the sole responsibility of Customer, nor is Level 3 responsible for performing any work other than as specified in this Service Schedule.

(B) Upon not less than one hundred twenty (120) days' written notice from Level 3 to Customer, Level 3 may, at its option substitute for the "Operating Customer Fibers" (as defined below) within any Segment or Segments, or any portions thereof, an equal number of alternative fibers within such Segment or portion thereof, provided that in such event, such substitution (i) shall be effected at the sole cost of Level 3; (ii) shall incorporate fiber meeting or exceeding the specifications set forth in **Exhibit "A"**, and be tested in accordance with the Acceptance Testing; (iii) shall not change any Segment End Points or other Interconnection Points; and (iv) Level 3 shall use all reasonable good faith efforts to minimize any interruption in the operation of the Operating Customer Fibers. Substitution of Customer Fibers shall not affect or extend the Lease Term with respect to the fibers so substituted. For purposes of the foregoing, "Operating Customer Fibers" shall mean Customer Fibers which have been jumpered to Customer's space or equipment at a Segment End Point Facility. Level 3 may substitute Customer Fibers which are not Operating Customer Fibers at any time during the Lease Term without notice to Customer (provided that, in the event Level 3 has substituted the Customer Fibers, then at the time such Customer requests that its fibers be jumpered to its space or equipment, the substituted Customer Fibers will be tested in accordance with the provisions of this Service Schedule).

12. **Maintenance and Relocation.**

(A) From and after the Lease Effective Date with respect to each Segment, the maintenance of the Level 3 System within such Segment shall be provided in accordance with the maintenance requirements and procedures set forth in **Exhibit "B"** at Level 3's sole cost and expense.

(B) If Level 3 is required to relocate any portion of the Level 3 System, then Level 3 shall have the right to reasonably determine the extent and timing of such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in **Exhibit "A"** and be subject to Acceptance Testing. If and to the extent that a relocation is not the result of a failure by Customer to observe and perform its obligations under this Service Schedule, the costs of relocations of the Level 3 System are included in the Lease Fee. Customer shall reimburse Level 3 for Level 3's Costs (including, but not limited to Acceptance Test and including amounts paid to a relocating authority to avoid relocation) to the extent that such relocation is the result of a failure by Customer to observe and perform its obligations under this Service Schedule.

13. **Taxes.** All charges for Customer Fibers are net of Applicable Taxes (as defined below). Except for taxes based on Level 3's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Customer Fibers (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Level 3 with a valid exemption certificate (in a form reasonably acceptable to Level 3). Level 3 will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Level 3 to Customer following Level 3's receipt of such exemption certificate.

14. **Use of Level 3 System.**

(A) Customer represents and warrants that it will use the Customer Fibers and the Lease hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.

(B) Subject to the provisions of this Service Schedule, Customer may use the Customer Fibers and the Lease for any lawful purpose. Customer acknowledges and agrees that it has no right to use any fibers, other than the Customer Fibers, included or incorporated in the Level 3 System, and that Customer shall keep any and all of the Level 3 System free from any liens, rights or claims of any third party attributable to Customer.

(C) Customer shall not use the Customer Fibers in a way which physically interferes in any way with or otherwise adversely affects the use of the fibers, cable or conduit of any other Person using the Level 3 System.

(D) Notwithstanding anything to the contrary in the Agreement, Customer covenants and agrees that Customer shall not and that Customer shall have no right to assign, sell, lease, sublease or transfer any right or interest in the Lease or the Customer Fibers. Customer agrees and understands that Level 3 may enjoin Customer from any attempt to violate the provisions of this Section 14(D)

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

16. **Representations and Warranties.**

Customer acknowledges and agrees that Customer's sole rights and remedies with respect to any defect in or failure of the Customer Fibers to perform in accordance with the specifications set forth in **Exhibit "A"** shall be limited to the particular vendor's or manufacturer's warranty. In the event any maintenance or repairs to the Level 3 System are required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, Level 3 shall pursue all remedies against such manufacturers, contractors or vendors on behalf of Customer, and Level 3 shall reimburse Customer's costs for any maintenance Customer has incurred as a result of any such breach of warranty to the extent the manufacturer, contractor or vendor pays such costs.

Exhibit "A"

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

After Level 3 has completed end-to-end connectivity on the fibers, bi-directional span testing will be performed. Loss measurements will be recorded using an industry-accepted laser source and a power meter. OTDR traces will be taken and splice loss measurements will be recorded and summarized on data sheets. Copies of all data sheets will be made available to Customer.

- The power loss measurements shall be made at 1310 nm and 1550 nm, and performed bi-directionally.
- OTDR traces shall be taken in both directions at 1310 nm and 1550 nm.
- The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

Optical Cable with Single Mode Fiber

- (1) At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.15 \text{ dB} \times \text{number of splices})$.
- (2) At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.15 \text{ dB} \times \text{number of splices})$.

Optical Cable with Negative Dispersion Single Mode Fiber

- (1) At 1310nm: $(0.50 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.40 \text{ dB} \times \text{number of splices})$.
- (2) At 1550nm: $(0.25 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.25 \text{ dB} \times \text{number of splices})$.

- Spans that do not include field splices will receive power meter testing only.
- Spans of high distances will be tested at 1550 nm only; the cutoff distance where only 1550 nm tests will be performed is approximately 50-60 km (the actual cutoff distance will be dependent upon the actual loss characteristics of the span, which itself is based upon the attenuation of the fiber and the number of splice points).
- In the event Customer places live traffic on the Customer Fibers prior to delivery (or Customer otherwise assumes control of the Customer Fibers), then the Customer Fibers shall be deemed acceptable without final testing and will require no testing or documentation for splices.
- Events close in proximity to a launch (connectors or splices in a building) will not be identified as events within the testing documentation. Rather, such events will be accounted for in the end-to-end loss budgets as described above.
- In addition, events based upon fiber-specific circumstances may cause fibers to be considered acceptable. In these instances, Level 3 will provide background regarding the circumstances for the anomalous fibers.

Regarding fiber terminated at a Segment End Point Facility which is subsequently delivered to a Customer-owned optical termination panel in a colocation space, fiber testing shall be conducted at the Segment End Point.

Exhibit "B"

Maintenance Requirements and Procedures

Maintenance

Scheduled Maintenance. Routine maintenance and repair of the Customer Fibers ("Scheduled Maintenance") shall be performed by or under the direction of Level 3, at Level 3's reasonable discretion. Scheduled Maintenance shall commence with respect to each Segment upon the Lease Effective Date.

Unscheduled Maintenance. Non-routine maintenance and repair of the Customer Fibers that is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of Level 3. Unscheduled Maintenance shall commence with respect to each Segment upon the Lease Effective Date. Unscheduled Maintenance shall consist of:

- ♦ "Emergency Unscheduled Maintenance" in response to an alarm identification by Level 3's Operations Center, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the Level 3 System, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the Level 3 System.
- ♦ "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the Level 3 System not covered by Scheduled Maintenance. Customer shall immediately report the need for Unscheduled Maintenance to Level 3 in accordance with reasonable procedures promulgated by Level 3 from time to time. Level 3 will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations Center

Level 3 shall operate and maintain an Operations Center ("OC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Level 3's maintenance personnel shall be available for dispatch twentyfour (24) hours a day, seven (7) days a week. Level 3 will not be responsible for monitoring the performance or operation of the Customer Fibers; in the event that Customer detects a failure in the operation of the Customer Fibers which may indicate the need for Unscheduled Maintenance, Customer shall report same to Level 3's OC.

Planned Service Work Period

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

Cooperation and Coordination

- In performing its services hereunder, Level 3 shall take workmanlike care to prevent impairment to the signal continuity and performance of the Customer Fibers. The precautions to be taken by Level 3 shall include notifications to Customer. In addition, Level 3 shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Level 3's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with Level 3 in performing such maintenance as required of Level 3 hereunder.
- Level 3 shall notify Customer at least seven (7) calendar days prior to the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Level 3's ability to perform its obligations under the Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Level 3 shall notify Customer at Level 3's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Cable/Fibers

- Level 3 shall have its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time Level 3 becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by force majeure events. Level 3 shall maintain a toll-free telephone number to contact personnel at the OC. Level 3's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the Level 3 System: (i) through the Customer's remote surveillance equipment and/or upon notification by Customer to Level 3, or (ii) upon notification by a third party.
- Level 3 shall maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, Level 3 shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after Level 3's representatives arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Level 3 shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP.
- Level 3's representatives that are responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. Level 3 shall maintain and supply an inventory of spare cable in storage facilities supplied and maintained by Level 3 at strategic locations to facilitate timely restoration.

Restoration

- Level 3 shall respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an "Outage") as quickly as possible (allowing for delays caused by force majeure events) in accordance with the procedures set forth herein.
- When restoring a cut cable in the Level 3 System, the parties agree to work together to restore all traffic as quickly as possible. Level 3, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. Level 3 shall splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating between tubes, ribbons or buffers operated by the parties having an interest in the cable, including Customer and all future fiber users of the system (collectively, the "Interest Holders"); provided that, operating fibers (i.e., fibers which have been jumpered to Customer's or another party's space or equipment) in all buffer tubes or ribbons or fiber bundles shall have priority over any non-operating fibers in order to allow transmission systems to come back on line; and provided further that, Level 3 will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, Level 3 does not guarantee any specific rotational prioritization for Customer in light of the overriding requirement for expediency in restoration of services to all parties.

Facilities

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

Subcontracting

Level 3 may subcontract any of the maintenance services hereunder; provided that Level 3 shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve Level 3 of any of its obligations hereunder.

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3® MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

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

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

3. Additional features and functionality may include:

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

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

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

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

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

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

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

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

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

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

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3® MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

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

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

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

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

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

Table A: PoP to PoP

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

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

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3® MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

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
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

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3® MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

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

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

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

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

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

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

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

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

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

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

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3® MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

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

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

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

**APPENDIX 1 TO
CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3® MPLS (IPVPN and VPLS) VPN SERVICE
SERVICE SCHEDULE**

Appendix 1 begins on following page.

Appendix 1: MPLS VPN PoP to PoP Two Way Latency SLA Matrix.

[illegible]

SLA Matrix Notes

1. Level 3 reserves the right to change the figures in this latency table at any time.
2. All Two Way (Round-Trip) latency figures in Appendix 1 are made between Level 3 designated POPs, exclude local loop performance, and are shown in milliseconds (ms).
3. If two or more customer locations are provisioned via the same VPN PoP, the PoP to PoP latency guarantee between those locations is 3ms, except for PoPs in U.S. where the regional SLA applies.

Loop Addition

The below Loop Factor Table is required to calculate End-to-End latency. An End-to-End Latency SLA is only applicable for those customers who have APM or Enhanced Reporting. The figures shown below in milliseconds ("ms"), and, for clarification, the figures in the table below are not cumulative.

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

- a. The Loop Factor Table values are added to the PoP to PoP values for the total round-trip end to end latency SLA
- b. The "Loop Factor" is calculated as the distance between Level 3 Equipment at a Customer location to the Level 3 PoP, inclusive of any backhaul.
- c. For circuits less than <15MB, 12ms will be added to the latencies above.