

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause or non-renewal.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"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.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

1. **General; Definitions.** CenturyLink will, through its affiliate, Savvis Communications Corporation DBA CenturyLink TS and its affiliates ("CenturyLink TS"), provide CenturyLink TS services under the terms of the Agreement, this Service Exhibit, a Service Order and/or Statement of Work ("SOW"). For clarification, CenturyLink TS shall be used when it is necessary to specify the CenturyLink TS affiliate, and otherwise CenturyLink and its affiliates shall hereinafter be referred to as "CenturyLink". In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: (1) the Service Schedule, (2) this Service Exhibit, (3) the Agreement, (4) any Service Guide, (5) the SLA, (6) the Service Order(s) and (7) SOW(s). Capitalized terms not defined herein are defined in the Agreement.

"BCD" or "Billing Commencement Date" means the date on which CenturyLink begins billing for a Service, as further defined in Billing Section 3.2.

"Service" means the service provided by CenturyLink through its affiliate, including CenturyLink TS or Tier 3 and/or their licensors and contractors as set forth on the Service Order or SOW.

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

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

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

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. CenturyLink may modify SLAs during an Automatic Renewal Term upon 60 days' notice.

1.1 **Termination Right for Adverse Change to the SG(s), SLA(s), or Customer Guide.** If CenturyLink modifies its SG, SLA or its Customer Guide, except as required by law or regulation, or industry standard ("SG/SLA/Customer Guide Change"), and the Service is materially and adversely affected by the SG/SLA/Customer Guide Change, Customer may, within fifteen (15) business days of the date CenturyLink notifies Customer in writing of the SG/SLA/Customer Guide Change ("SG/SLA/Customer Guide Change Notice Period"), send written notice to CenturyLink indicating the Service affected and including details sufficient to demonstrate the adverse material effect on Customer ("Customer SG/SLA/Customer Guide Change Notice"). CenturyLink will, within fifteen (15) days of receipt of the Customer SG/SLA/Customer Guide Change Notice, review the notice and notify Customer whether CenturyLink agrees or disagrees with Customer's assertion. If CenturyLink agrees that the SG/SLA/Customer Guide Change materially and adversely affects the Customer use of Service, CenturyLink may agree to waive the applicability of the SG/SLA/Customer Guide Change to Customer, provided that any such waiver shall not be made by CenturyLink until the parties execute an amendment to the Agreement setting forth the terms of the waiver. If CenturyLink does not agree to the waiver, Customer may thereafter accept such SG/SLA/Customer Guide Change or, no later than five (5) business days from the date of CenturyLink's response, terminate the Services directly affected by the SG/SLA/Customer Guide Change by written notice to CenturyLink, and Customer shall not be liable for Cancellation Charges.

2. **Term.** Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW ("Initial Service Term"), at the conclusion of which the Service will automatically renew for successive periods equal to one-month ("Automatic Renewal Term"), unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any renewal terms are collectively referred to as the "Service Term".

3. **Rates; Billing.**

3.1 **Rates.** Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or SOW. Notwithstanding any other provision to the contrary and not more than once per calendar year, CenturyLink may increase the charges applicable to any Service provided hereunder in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer but not less than thirty (30) days after notice. CenturyLink may otherwise increase applicable charges as set forth on a particular Service Order or upon thirty (30) days' prior written notice during any Automatic Renewal Term, in which case Customer shall have the right to terminate the Service Order with no Termination Fee.

3.2 **Billing.** The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date CenturyLink notifies Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two points or an individual data center installation on a multi-data center project) is complete. For Professional Services in a SOW, the BCD shall be the date CenturyLink begins performing the Services or as specified in the SOW. Customer shall have three business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the deficiency in Service. If CenturyLink determines in its reasonable judgment that the written notice of deficiency is insufficient, Customer and CenturyLink shall meet and confer to identify and resolve any deficiencies. The Service shall be deemed accepted unless Customer provides CenturyLink with notice to the contrary during the

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

Acceptance Period. Upon timely notice to CenturyLink of a deficiency, CenturyLink will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and CenturyLink will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis.

4. Compliance and Security. Each party shall comply with all laws and regulations applicable to the provision (in the case of CenturyLink) and use (in the case of Customer) of the Services provided hereunder. CenturyLink has adopted and implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect Customer's information, materials and data ("Customer Data") from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time, provided that no change which materially reduces the security in effect as of the Effective Date of this Agreement. Customer will ensure that all Customer Data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. As of the Effective Date, CenturyLink has completed an AICPA sanctioned Type II audit report (i.e., SSAE16/ISAE3402 SOC 1 or AT-101 SOC 2) in certain data centers and intends to continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report, which is CenturyLink Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by CenturyLink.

5. Use of Service. Customer and its End Users will not use or access the Services or any data center in a manner that materially interferes with or harms the CenturyLink infrastructure or any third parties; or is tortious or violates any third party right. CenturyLink may suspend the affected Service in the event Customer violates the preceding sentence. CenturyLink will attempt to notify Customer in writing prior to suspending Service; provided, however, CenturyLink may suspend Service without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm as identified in the CenturyLink TS AUP. Customer agrees to defend, indemnify and hold CenturyLink harmless from third party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees arising from non-compliance with this section.

6. Termination. Either party may terminate this Service Exhibit or affected Services (i) upon 30 days' prior written notice for Cause; or (ii) in accordance with any other express term contained in the Agreement or applicable SLA. If Customer terminates an ordered Service prior to its BCD, Customer will pay a Cancellation Charge equal to one month's projected MRC, plus all reasonable and documented out-of-pocket costs incurred by or imposed upon CenturyLink by third parties (e.g., ordered equipment, licenses, carrier termination charges). If the Service or this Agreement is terminated by Customer for Convenience prior to the conclusion of the applicable Service Term, then Customer shall be liable for a Cancellation Charge equal to: (a) unless otherwise set forth on a Service Order, 50% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service Term; (b) Service charges accrued but unpaid as of the termination date; (c) any NRC discount or waiver granted by CenturyLink, and (d) any reasonable and documented out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If the Service or this Agreement is terminated by CenturyLink for Cause, Customer shall be liable for (i) 40% of the then-current MRC for the affected Services multiplied by the number of months remaining in the Service Term; (ii) Service charges accrued but unpaid as of the termination date; (iii) any reasonable and documented out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges) and (iv) any direct damages resulting from the nature of the Cause of termination. If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well.

7. Intellectual Property. Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

8. Equipment. If the Service includes access to or the use of CenturyLink-provided equipment ("CenturyLink Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink Equipment; (b) will keep the CenturyLink Equipment free and clear from all liens, claims and encumbrances; (c) shall protect and use all CenturyLink Equipment in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink Equipment. Unless otherwise set forth in the applicable SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by CenturyLink ("Customer Equipment") including any related applications, systems, or software.

9. No Transfer of Undertakings. CenturyLink and Customer agree that the provision and subsequent expiry, cancellation or termination of the Services are not intended to be transfers of undertakings within the meaning of the Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE"), and consequently there will be no transfer of employees between Customer and CenturyLink (or any other subsequent service provider of Customer) as a result of the operation of this

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

Agreement. Notwithstanding the above, Customer shall indemnify and hold CenturyLink harmless for any losses, claims, liabilities, awards, damages, costs and expenses (including any fines, legal expenses and costs of settlement) CenturyLink may incur through the operation of TUPE in connection with this Agreement. This provision applies only to Services delivered by CenturyLink in the United Kingdom.

10. Maintenance. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

11. Notice. Any notices to be provided to CenturyLink under this Service Exhibit should also be copied to CenturyLink TS at the following address:

Savvis Communications Corporation DBA CenturyLink TS
1 Solutions Parkway
Town & Country, Missouri 63017
United States
Attn: Legal Department

CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: COLOCATION SERVICES

1. Definitions.

"CenturyLink Premises" means any CenturyLink data center or other CenturyLink facility.

"Customer Area" means the space within a CenturyLink Premises specifically identified as available to Customer for the placement and operation of Customer Equipment.

2. Notwithstanding anything to the contrary in the Agreement, CenturyLink may increase the rates associated with existing Colocation Service at any time after twelve months of the initial installation date for such Service, but only in order to pass through documented increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer, which notice shall be provided at least thirty (30) days in advance.

3. Customer or Customer's employees, agents, contractors, or End Users who access any CenturyLink Premises on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all CenturyLink data center operating policies (including the "CenturyLink TS Customer Handbook and Information Guide" ("Customer Guide")), a current copy of which has been provided to Customer is located on <http://www.savvisstation.com> and which CenturyLink may change from time to time. If CenturyLink reasonably believes that Customer is not complying with this section, CenturyLink will notify Customer thereof by providing the applicable policy and a description of the alleged non-compliance, and Customer shall remedy such non-compliance within five (5) business days of receiving such notice. If Customer fails to remedy such non-compliance within such period, then, notwithstanding any other rights in the Agreement, CenturyLink may immediately (i) suspend the Service and/or restrict Customer's access to the CenturyLink Premises for so long as deemed reasonably necessary by CenturyLink or (ii) terminate the affected Service if such non-compliance is recurring. CenturyLink may likewise restrict access to the CenturyLink Premises if Customer fails to timely cure any breach of the Agreement.

4. Subject to the rest of this section, CenturyLink may enter the Customer Area and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer Equipment needs to be moved to another area within the same CenturyLink Premises or to another CenturyLink Premises due to either Customer's requirements for additional space or CenturyLink's reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. CenturyLink may temporarily store Customer Equipment pending its installation at a CenturyLink Premises ("Equipment Storage"). If Equipment Storage continues for more than 30 days, CenturyLink may return, at Customer's expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer Equipment presents any material risk of harm to CenturyLink, its employees, agents, contractors, or customers, or the CenturyLink Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, CenturyLink may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal injury or property damage at a CenturyLink Premise.

5. Customer shall within five (5) business days of the end of the Service Term: (a) remove all Customer Equipment and any other Customer property ("Customer Materials") from the CenturyLink Premises; and (b) return the Customer Area to CenturyLink in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, CenturyLink may remove any Customer Materials (without liability) and, at Customer's expense, either: (a) store it until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record.

6. Network Connectivity.

6.1 Hosting Network Infrastructure. The Colocation network infrastructure provides connectivity from Customer's environments to the available networks within each facility, including the CenturyLink backbone(s), and other Colocation customers or Alternate Carrier Network Connections. With valid orders, Customer is permitted to interconnect to other customers or alternate carriers as described; however, all connections from Customer environment to any other customer or any network infrastructure must be performed by CenturyLink.

6.2 Alternate Carrier Network Connection. An Alternate Carrier Network Connection is a connection to a non-CenturyLink network. Depending on the particular data center's configuration, Alternate Carrier Network Connections can be made at either the data center's carriers' premises or at the data center's servicing point of presence. Depending on the data center and alternate carrier availability, the rates and required components may vary. In the event that a carrier of interest to Customer is not available at the data center's carriers' premises Customer is encouraged to inform its CenturyLink sales representative or the data center manager so that CenturyLink may inform such carrier of potential demand for carrier's services which may lead to a CenturyLink agreement with such carrier to establish a presence at the data center.

7. This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the CenturyLink Premises and any

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

CenturyLink Equipment in accordance with the Agreement and agrees that this Service Schedule, to the extent it involves the use of space leased by CenturyLink, shall be subordinate to any lease between CenturyLink and its landlord(s). Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease by CenturyLink with respect to any Customer Equipment or property located in the CenturyLink Premises demised to CenturyLink by such landlord(s). If the CenturyLink Premises becomes the subject of a taking by eminent domain by any authority having such power, CenturyLink shall have the right to terminate any or all of the affected Services without liability after at least ninety (90) days' prior notice; provided, however, that CenturyLink will use commercially reasonable efforts to move Customer to another, comparable CenturyLink Premises prior to exercising such termination right. CenturyLink shall have the right to terminate any or all of the Services without liability of any kind on the earlier of (i) the expiration of or earlier termination of CenturyLink's underlying lease for the CenturyLink Premises, provided CenturyLink has used its best efforts to find another, comparable CenturyLink Premises and has given at least 120 days' prior notice of the expiration of the underlying lease, or (ii) expiration or earlier termination of this Service Schedule. The parties agree that any renewal of the Services shall be contingent on the election by CenturyLink, in its sole discretion, to continue to own or lease the CenturyLink Premises.

8. **Marketing.** Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that (i) CenturyLink has the right to use Customer's name, trademarks, or other proprietary identifying symbol for its marketing communication activities and (ii) CenturyLink may issue a mutually acceptable press release (approval of which shall not be unreasonably withheld) announcing Customer's selection or expansion with CenturyLink as its provider of colocation services.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: HOSTING SERVICES**

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

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

SERVICE SCHEDULE: SECURITY SERVICES

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

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

SERVICE SCHEDULE: CENTURYLINK TS PROFESSIONAL SERVICES

1. Professional services purchased hereunder shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference. This Service Schedule applies solely to professional services to be performed by CenturyLink TS; all other professional services provided by other CenturyLink affiliates are available under a separate Service Exhibit.
2. The termination of any professional services will not affect Customer's obligations to pay for other Services. Customer may cancel any SOW within two (2) business days of order submission to CenturyLink without liability for Cancellation Charge(s). If Customer terminates all or part of a SOW three (3) or more business days after order submission but prior to CenturyLink notification that installation is complete, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all documented third party out-of-pocket costs incurred by CenturyLink. If a SOW or a part thereof is terminated by Customer for any reason other than Cause after the BCD but prior to completion of the Professional Services under such SOW, then Customer shall be liable for: (a) a Cancellation Charge equal to 50% of the NRC and MRC for any Tasks, as defined in the SOW, not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any documented third party out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If a SOW or a part thereof is terminated by CenturyLink for Cause, then Customer shall be liable for (i) any Service charges accrued but unpaid as of the termination date; (ii) any reasonable and documented out-of-pocket costs incurred by or imposed upon CenturyLink by third parties (e.g., ordered equipment, licenses, carrier termination charges); and (iii) any direct damages resulting from the nature of the Cause of termination.
3. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of a SOW. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of a SOW.
4. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW shall transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Notwithstanding anything to the contrary herein, CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CenturyLink.
5. Effective at the time CenturyLink receives full and final payment for a Deliverable (as defined in the applicable SOW), CenturyLink: (a) assigns to Customer all right, title and interest CenturyLink may possess, including all intellectual property rights, in such Deliverable provided by CenturyLink to Customer pursuant to the applicable SOW, excluding any CenturyLink Technology; and (b) grants to Customer a non-exclusive, non-transferable, royalty free license to use the CenturyLink Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES

The parties acknowledge and agree that all Services provided pursuant to this Service Schedule are provided by CenturyLink through CenturyLink TS' affiliate, Tier 3, Inc. The parties agree that solely with respect to the CenturyLink Cloud Services (hereafter "Cloud Services" or "Services") the following terms shall supplement the terms set forth elsewhere in the Agreement (including this Service Schedule) and in the event of a direct conflict with such terms, these Cloud terms shall govern with respect to the Services.

1. **Service Order.** "Service Order" means either: a service order request submitted on a form issued by CenturyLink and signed by Customer or the online order that Customer submits to CenturyLink via the client management section of the Web site ("Control portal") that includes the type and details of the specific Services ordered by Customer.
2. **Portal.** Customer may access the Services via the online Control portal or via a CenturyLink-provided Application Programming Interface ("API"). CenturyLink may modify its portal or APIs at any time, or may transition to new APIs. Customer's use of the portal and any API Customer downloads from a CenturyLink Web site are governed by this Agreement or any license terms that may be included with the download.
3. **Term.** Unless otherwise agreed by the parties, individual Services will not have designated term periods.
4. **Billing Commencement Date.** Notwithstanding anything to the contrary, (i) the BCD for recurring Cloud Services is the date in which CenturyLink delivers the Services; and (ii) the BCD for usage based Services is the time/date Services are activated. No Acceptance Period shall apply to Cloud Services. Fees are due and payable on the date that Customer places its order for such Services. Payment obligations are non-cancelable and fees paid are non-refundable.
5. **Termination.** Customer may terminate any individual Service Order that is not subject to a minimum term commitment for any reason or no reason at all without liability for early termination charges. Customer must follow CenturyLink's termination procedures made available in the Control portal.
6. **Service Level Agreement.** CenturyLink may modify any particular composition of the Service (including the SLA) from time to time upon notice to all customers by posting on the applicable Web site so long as they are changes that affect all customers collectively and not Customer alone.
7. **Charges.** Fees for any new Service or new Service feature will be effective upon posting to the Control portal. If CenturyLink proposes to increase fees for any existing Service, CenturyLink shall provide notice of such increase not less than 60 days prior to the end of the then-current term.
8. **Security.** Given that Customer can self-provision and self-configure the Services and Customer's environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner. Nothing in this provision shall modify or absolve CenturyLink from its obligations to maintain its corporate security program as provided in the Agreement.
9. **Authorization.** Customer agrees that: (i) it will provide accurate and complete information as requested by CenturyLink in connection with its registration for the Services; and (ii) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are authorized to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.
10. **Third Party Software.** Customer represents and warrants that it will not use, and will not authorize any third party to use, any software with the Services, including without limitation the CenturyLink APIs, in any manner that may require, pursuant to any applicable license, that any CenturyLink Services, components thereof, or other intellectual property of CenturyLink or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. Additionally, Customer agrees to comply with the terms of any applicable third party software license used in connection with the Service to the extent such terms are made available to Customer by CenturyLink.
11. **Marketing.** Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that CenturyLink has the right, with prior written approval from Customer, to use Customer's name, trademarks, or other proprietary identifying symbol in any medium for its marketing and publicity activities.
12. **Terms of Use and SLA Attachment.** Customer's use of Services hereunder is subject to acceptance by Customer of the terms of acceptable use available at <http://www.centurylinkcloud.com/legal/aup>. This policy may be updated from time to time by CenturyLink upon notice to all customers by posting on the applicable Web site. In addition, the SLA Attachment, as defined in the Agreement, applicable to the Service is available at <http://www.centurylinkcloud.com/legal/sla>.

POM MANAGER COUNTER-SIGNATURE APPROVAL DESIGNATION

Approval Date and Time: **July 17, 2015**

Approval by: **Jacob Darfler**

OM Request ID: **NSP-111482 – County of Monterey**

This document is approved to sign on my behalf, subject to the terms of the standard delegation language below.

I designate Amado Royola to sign this RFP. My approval and designation is evidence that I have reviewed an electronic image of the RFP submitted by Amado Royola. I understand that it is the responsibility of the designate Amado Royola to verify that the electronic image and original are the same representation of the document as submitted by the customer and CenturyLink Sales for signature. Given this understanding I find no material differences in the two documents.

Please use the following format when executing this RFP:

- For the "By:" line of the signature block, you Amado Royola must sign your signature.
- Do not use the **Jacob Darfler** signature stamp.
- For the "Name:" line, write Amado Royola on behalf of **Jacob Darfler**.