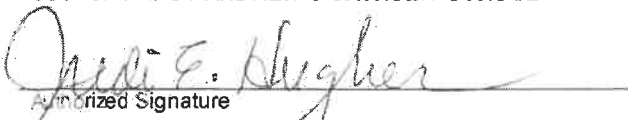

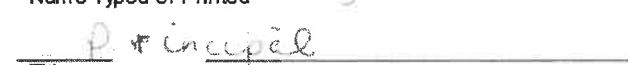



## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under this Agreement ("CenturyLink") and **ST ANDREW'S CATHOLIC SCHOOL** ("Customer") and is effective on the date the last party signs it ("Effective Date"). The name of the CenturyLink Affiliate providing Services to Customer is listed in a Service Attachment, each providing Affiliate separately and individually responsible for all of its own obligations. CenturyLink may withdraw any applicable offer under this Agreement if Customer does not execute and deliver the Agreement to CenturyLink on or before **May 6, 2018** ("Cutoff Date"). Further, any individual Service or Service Attachment may have its own expiration or cutoff date. Using CenturyLink's electronic signature process for the Agreement is acceptable.

**CUSTOMER: ST ANDREW'S CATHOLIC SCHOOL**

**CENTURYLINK SALES SOLUTIONS, INC.**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Typed or Printed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Customer's Address for Notices: 1509 SE 27TH ST, CAPE CORAL, FL 33904-5742;

Customer's Facsimile Number (if applicable): (123) 977 - 2718

Person Designated for Notices: General Counsel

1. **Term.** The Initial Term of this Agreement is three years starting on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") unless one party provides written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the Initial Term, or at least 30 days prior to the expiration of any Renewal Term. The Initial Term and each Renewal Term are referred to as the "Term." The Order Term or Service Term for a particular Service is defined in the applicable Service Attachment. CenturyLink will not accept new orders after expiration or termination of the Agreement, but the Agreement will continue to apply to any unexpired orders or SOWs properly placed during the Term.

2. **Services.** CenturyLink will provide the Services in accordance with the Agreement, including all Service Attachments. "Service Attachments" mean individually or collectively all applicable Service Appendices, Service Exhibits, Service Guides, Statements of Work ("SOWs"), Service Level Agreements ("SLAs"), Order Form(s), Service Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement. Any notation to the "CenturyLink Total Advantage Agreement" on the Service Attachments will be disregarded and such attachments will be governed by the Agreement. CenturyLink will not be bound by any order or SOW until it is accepted by CenturyLink. The Agreement applies only to Customer and the CenturyLink Affiliate identified in the Service Attachments applicable to the particular Service ordered. The following Service Attachments are attached and incorporated into the Agreement:

- **CENTURYLINK COMMUNICATIONS, LLC SERVICE APPENDIX**

3. **Rates.** Services will receive the applicable rates specified in a Service Attachment. The rates set forth in the Service Attachment are in lieu of all other rates, discounts, or promotions.

4. **Payment.**

4.1 **Invoices.** Customer must pay all charges set forth in a Service Attachment. Invoiced amounts are due in full within 30 days after the date of the invoice if the due date is not included on the invoice ("Due Date"). In addition to the Service charges, Customer will pay all applicable Taxes and Government-permitted Charges. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Any amount that is not disputed under the Billing Disputes section and not received by the Due Date will be subject to interest at the lesser of 1.5% per month or the highest rate permitted by applicable law and reasonable attorneys' fees and any third party collection costs incurred by CenturyLink in collecting such amounts. Customer's payments to CenturyLink must be in the form of wire transfer, ACH, or, if available, via any CenturyLink approved payment portal (e.g., CenturyLink Control Center). CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. CenturyLink reserves the right to charge administrative fees when Customer's payment and invoice preferences deviate from CenturyLink's standard practices.

4.2. **Billing Disputes.** To dispute a charge on an invoice, Customer must identify the specific charge in dispute and provide a written explanation of the basis of the dispute, with additional detail as may be required by any Service Attachment, before the Due

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

Date. Customer may withhold payment of the disputed amount if Customer makes timely payment of all undisputed charges by the Due Date. The parties will work in good faith to resolve the dispute. If CenturyLink determines that a disputed charge is in error, CenturyLink will issue a credit or reverse the amount incorrectly billed. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer's payment will be due no later than 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

**5. Compliance and Security.** CenturyLink will comply with all laws and regulations applicable to CenturyLink's provision of the Service, and Customer will comply with all laws and regulations applicable to Customer's use of the Service. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer Data 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 reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer Data stored, transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

**6. Use of Service.** Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; or (b) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network or infrastructure. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable. Customer and its End Users will not use or access the Services or any CenturyLink data center in a manner that: (a) materially interferes with or harms the CenturyLink infrastructure or any third parties; or (b) is tortious or violates any third party right. If expressly required by a Service Attachment, Customer must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement. Services are further subject to Use of Service provisions set forth in the applicable Service Attachment.

## **7. Confidentiality.**

**7.1** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. CenturyLink's consent may only be given by its Legal Department. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the provisions identified in Section 5 above.

**7.2** Each party will use reasonable efforts to protect the other party's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own Confidential Information. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party agrees to limit disclosure and access to Confidential Information to those of its employees, contractors, attorneys or other representatives who reasonably require such access in order to accomplish the purposes of this Agreement and who are subject to confidentiality obligations at least as restrictive as those contained here in.

**8. Disclaimer of Warranties.** THE SERVICES PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF CUSTOMER. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES.

**9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**9.1 Consequential Damages.** NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

**9.2 Claims Related to Services.** For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA, if any, or applicable Service Appendix or Service Exhibit for the affected Service. The exclusive SLA remedies will not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

**9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or tangible personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages. Proven direct damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

**9.4 Other Direct Damages.** Except for (a) Customer's payment and (b) each party's obligations set forth in Section 10 below, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total charges paid or payable to CenturyLink under the Agreement in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

**10. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or violation of any AUP or Use of Service provision. The obligations described in this section are not subject to the Damage Cap.

## **11. Intellectual Property.**

**11.1 Ownership.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. 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.

**11.2 Infringement.** CenturyLink will, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that any use of a CenturyLink Service as allowed under this Agreement infringes or misappropriates the valid patent rights of a third party issued or in effect on the Effective Date in the country in which CenturyLink provides the relevant Service, and CenturyLink will pay any costs of settlement or any damages finally awarded against Customer. CenturyLink will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product, (b) any modification of the Services made by any party other than CenturyLink, (c) use by Customer other than the then current unaltered release of any software used in the Services, (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement and all instructions and documentation provided by CenturyLink, (e) services for which Customer controlled the design of such services or (f) Customer-supplied content, data, or other information. CenturyLink's obligations are expressly conditioned upon the following: (g) that Customer will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (h) that CenturyLink will have sole control of the defense or settlement; (i) that Customer will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense. If any CenturyLink Service becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (j) procure for Customer the right to continue using the applicable Service; (k) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by CenturyLink, terminate provision of the affected Service. Any third party system, equipment or software provided under this Agreement are provided without any obligation of CenturyLink to defend for any infringement or misappropriation. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement.

**12. 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) will 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.

**13. 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.

## **14. Termination.**

**14.1 Termination of Service(s).** Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the applicable Service Attachment's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or a Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date.

**14.2 Termination of Agreement.** 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 in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date.

**14.3 Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

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

### 15. Miscellaneous.

**15.1 General.** All provisions in the Agreement that by their nature are intended to survive expiration or termination will so survive. If any term of the Agreement is held unenforceable, the unenforceable term will be construed as nearly as possible to reflect the original intent of the parties, and the remaining terms will remain in effect. The Agreement is intended solely for CenturyLink and Customer and does not provide any third party with any right or benefit.

**15.2 Use of Name and Marks.** Neither party will use the name or marks of the other party of any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**15.3 Waiver.** Except as otherwise expressly set forth in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights. Neither the course of conduct between parties nor trade practice will act to modify any provision of the Agreement.

**15.4 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

### 15.5 Governing Law; Dispute Resolution.

(a) **Governing Law; Forum.** This Agreement will be governed by and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its principles for resolving conflicts of law. Any legal proceeding relating to the Agreement must be brought exclusively in a U.S. District Court or in a state court of competent jurisdiction, in Denver, Colorado.

(b) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(c) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than a claim associated with an invoice, which must be done within 90 days after the applicable invoice date.

**15.6 Force Majeure.** Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to an event beyond a party's reasonable control ("Force Majeure Event"). If a Force Majeure Event prevents the provision of Service for a period of 30 days, either party may terminate the affected Service by providing 30 days' written notice to the other party.

**15.7 Assignment.** Neither party may assign the Agreement or any portion hereof without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the Agreement or a portion thereof: (a) in the event of a merger in which the party is not the surviving entity; (b) in the event of a sale of all or substantially all of its assets; or (c) to any Affiliate of such party, except that Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.).

**15.8 Amendments.** Except as otherwise set forth the Agreement, all amendments to the Agreement will be in writing and signed by the parties' authorized representatives. Other oral or written communications between the parties, including emails, purporting to amend the Agreement will not be considered an amendment to the Agreement and are null and void.

**15.9 Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

**15.10 Conflicts.** If a conflict exists between the general terms of the Agreement and the applicable CenturyLink Service Appendix, the CenturyLink Service Appendix will control. For purposes of this Section only, the CenturyLink TS Service Exhibit will be treated as a Service Appendix.

**15.11 Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(a) **Service Notices.** Unless otherwise provided for in a Service Appendix or Service Exhibit, all Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com) and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Attachment. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative unless otherwise provided for in a Service Appendix or Service Exhibit. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(b) **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**15.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same Services at the same locations as covered under the Agreement. Any terms and conditions in a Customer produced ordering document other than quantity and description of Services ordered will have no force or effect. All handwritten or typed modifications to the Agreement that are not mutually agreed to in writing are null and void.

**16. Definitions.** Capitalized terms not defined herein are defined in a Service Appendix or Service Exhibit.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

"Confidential Information" means any non-public business plans, analyses, forecasts, predictions or projections, technical information, business models, pricing strategies, marketing ideas, sales projections, financing plans, valuations, capitalization, budgets and other financial information of either party, that is disclosed by one party to the other party either in the formation or implementation of the Agreement. Confidential Information includes the terms and pricing of the Agreement.

"Customer Data" means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of CenturyLink Services. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Agreement.

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

"Government-permitted Charges" means any additional fees, charges or surcharges assessed by CenturyLink to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. These charges may include federal and state charges for universal service support, telephone relay service, occupational levies and environmental assessments, energy or power consumption levies or charges, regulatory administration and similar pass-through fees, and other similar surcharges and levies or any other regulatory fees and charges.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Service" means the service provided by the applicable CenturyLink Affiliate.

"Service Appendix" means those additional terms pursuant to which a specific CenturyLink Affiliate may provide and Customer may purchase the Services described therein.

"Service Exhibit" means those service descriptions providing additional terms pursuant to which CenturyLink may provide and Customer may purchase the Services described therein.

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's exclusive remedies for any Service deficiencies, interruptions or failures.

"Taxes" means any foreign, federal, state, and local excise, gross receipts, sales, use, value added, privilege, franchise tax or other governmental charge (other than on net income), whether imposed directly upon CenturyLink or Customer, now or in the future, attributable to or measured by the sale price, transaction amount and/or services purchased, whether invoiced as a direct charge or as a surcharge.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**CenturyLink Communications, LLC Service Appendix**

1. **General.** This Service Appendix sets forth the terms generally applicable to the Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). Capitalized terms not defined herein are defined in the Agreement or in the Service Exhibits. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Exhibits. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. This Service Appendix is effective on the date that it becomes part of the Agreement ("Appendix Effective Date.")

2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **CenturyLink IQ Data Bundle Attachment**
- **Local Access Service Exhibit**
- **Rental CPE Service Exhibit**

3. **Commencement of Invoicing.** CenturyLink will begin invoicing for specific Services as specified in the applicable Service Exhibit.

4. **Rates.** CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. The parties agree that the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.

5. **Access Arbitrage.** If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

6. **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

7. **No Resale.** Customer represents that it is not a reseller of any Services provided under this Agreement and acknowledges it is not entitled to any reseller discounts under any laws.

8. **Use of Service.** Customer's use of the Service will comply with the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, and Customer will not use the Service in a manner that (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, (c) violates the Use of Service terms contained in the Agreement, (d) violates the Compliance terms contained in a Service Exhibit, as applicable, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services. CenturyLink may terminate for Cause the affected Service if Customer violates any Use of Service provision. CenturyLink will attempt to notify Customer in writing prior to termination for Cause. However, CenturyLink may terminate for Cause 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.

9. **Termination.**

9.1 **Service.** If a Service or a Service Exhibit is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause during the Initial Term or any Renewal Term, then Customer will pay Cancellation Charges.

9.2 **Service Appendix.** If this Service Appendix and all of the Services provided under it are terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to the conclusion of the Initial Term, then Customer will pay the total Cancellation Charges that apply for terminating all Services at the time all of the Services are terminated. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate this Service Appendix. Rather, Cause to terminate the entire Service Appendix for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff.

10. **Service Level Agreements.**

10.1 **SLAs.** Remedies for service interruptions are provided in the SLAs located at <http://www.centurylink.com/legal/>, the applicable Service Exhibit, or the applicable out-of-service credit for service interruption in a Tariff applicable to each individual Service. CenturyLink reserves the right to modify the SLA effective upon posting to the Web site. Customer's continued use of the Service constitutes acceptance of those changes.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**CenturyLink Communications, LLC Service Appendix**

**10.2 Out-of-Service Credit.** For Services without an SLA, this Out-of-Service Credit is an SLA provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the Agreement; or (i) improper or inaccurate network specifications provided by Customer.

**11. Installation, Maintenance and Repair.**

**11.1** Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

**11.2** Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to Cause injury.

**11.3** 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.

**12. Tariff, RSS, ISS, AUP.** A Service may be subject to a Tariff, RSS, ISS or AUP as specified in its Service Exhibit. If a modification to a Tariff, RSS, ISS or AUP (a) materially and adversely affects Customer's legitimate use of a Service; and (b) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days prior written notice without liability for Cancellation Charges for the affected Service if Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

**13. Force Majeure.** For Services, the definition of "Force Majeure" will also specifically include cable cuts and labor disputes.

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

**15. Service Notices.** Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [NoRenew@centurylink.com](mailto:NoRenew@centurylink.com). For Services under the Select Advantage Service Exhibit, Customer must call the customer care numbers specified on Customer's invoice to provide notice of disconnect and termination.

**16. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**17. Alternative Funding.** Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**18. Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**19. Definitions.**



**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**CenturyLink Communications, LLC Service Appendix**

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

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"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.

"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.

"Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/cic\\_info\\_services.pdf](http://www.centurylink.com/tariffs/cic_info_services.pdf).

"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\\_cic\\_intl\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_cic_intl_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_cic\\_intl\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_cic_intl_rss_no_3.pdf) for CenturyLink's Interstate RSS.

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



## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

This CenturyLink IQ® Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the CenturyLink® Loyal Advantage® Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. Scope.** Customer may purchase a Data Bundle Standard or Data Bundle Pro solution (each a "Data Bundle") under this Attachment. "Data Bundle Standard" is a combination of a CenturyLink IQ Networking Internet or Enhanced Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Data Bundle Standard includes 10 Rental CPE configuration changes per year. "Data Bundle Pro" includes all Service elements and features of the Data Bundle Standard plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and Ethernet switch options on the Ethernet-based bundles. VoIP configuration options are available with both Data Bundle Standard and Data Bundle Pro. VoIP configuration options may vary depending on the platform.

**2. Eligibility and Restrictions.** Customer must order all the applicable Service elements in the Data Bundle at the same time under an Agreement with either a 24, 36, or 60 month Term.

**2.1 Data Bundle Ports and Local Access.** Data Bundle Standard and Data Bundle Pro are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Data Bundle Port"). Ethernet Data Bundle Ports must use Ethernet Local Access ("ELA"). If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port Data Bundles. The Internet Port or Private Port Data Bundle Port MRC will be used to calculate Contributory Charges.

**2.2 Rental CPE.** The following table shows the eligible Rental CPE that may be used with each Port speed and Data Bundle.

Bundle Types	Eligible Rental CPE available with all Data Bundle Port Types (Internet and Private)						
	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps <sup>1</sup>	With ELA 100 Mbps – 1Gbps <sup>3</sup>	DS3
Data Bundle Standard ADTRAN	ADTRAN 3430	ADTRAN 3430	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	N/A	N/A*	ADTRAN NV5305
Data Bundle Pro ADTRAN	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	ADTRAN 908e w/ SBC <sup>4</sup> or 1335P <sup>2</sup>	ADTRAN 5660 w/ SBC <sup>4</sup>	ADTRAN NV5305
Data Bundle Standard (Cisco)	Cisco 1941	Cisco 1941	Cisco 1941	N/A	N/A	N/A	N/A
Data Bundle Pro (Cisco)	N/A	N/A	N/A	N/A	N/A	Cisco 4431-SEC	N/A
Data Bundle Pro (Juniper)	N/A	N/A	N/A	N/A	Juniper NFX250-S2	N/A	N/A
Data Bundle Standard (Juniper)	N/A	N/A	N/A	N/A	N/A	Juniper EX3300 <sup>5</sup>	N/A

<sup>1</sup>Bandwidths increase in 10 Mbps increments.

<sup>2</sup>The 1335P only supports Ethernet speeds up to 10 Mbps.

<sup>3</sup>Bandwidths increase in 100 Mbps increments.

<sup>4</sup>Session Border Controller.

<sup>5</sup>VPN tunnels are not supported.

The Rental CPE must be configured and installed for use with a Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET® Remote Standard Service and 24x7 on-site maintenance uses ProMET® On-Site Premium Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE if a problem is caused by Customer's use of the password, (b) Customer is not entitled to any SLA credits, (c) CenturyLink is not obligated to provide any CPE configuration assistance and (d) any CenturyLink provided CPE configuration assistance will be at its then-current time and material rates.

**2.3 Upgrades.** During a Service Term, Customer may upgrade a Data Bundle with a Bandwidth Upgrade, Pro Upgrade, Maintenance Upgrade, or Port Upgrade (collectively an "Upgrade"). All Upgrades are subject to the Upgrade NRC. Customer may need to amend the Agreement to include a revised Term with an Upgrade. Bandwidth and Pro Upgrades must (a) keep the same CPE

## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

Rental brand, and (b) begin a new Service Term that is the same or longer than the existing Service Term except that Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

a. **Bandwidth Upgrade.** Customer may upgrade to a higher bandwidth or to a Managed Data Bundle, which is purchased separately, (each a "Bandwidth Upgrade") if the Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3.

b. **Pro Upgrade.** Customer may upgrade from a Data Bundle Standard to a Data Bundle Pro at the same bandwidth level ("Pro Upgrade") at any time during the Service Term.

c. **Maintenance and Port Upgrade.** Customer may upgrade a Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance ("Maintenance Upgrade") or from an Internet Port to a Private Port ("Port Upgrade") without restarting a new Service Term if Customer: (i) has a location and Rental CPE that qualifies, (ii) keeps the same bundle type and bandwidth and (iii) pays the Upgrade NRC.

**2.4 Moves.** Customer may move a Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

**2.5 Relocation.** Customer may relocate a Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade, a Pro Upgrade or the same Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a 36 month Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

**3. Pricing.** Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

**3.1** If Customer wishes to order a new Data Bundle or modify an existing Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Data Bundle or, (ii) if Addendum A applies and the new Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Data Bundle that is specified on the quote.

**3.2 Data Bundle Pricing.** The Data Bundle Port MRC includes the MRCs for the Data Bundle Port and Rental CPE. CenturyLink will waive End-to-End Performance Reporting MRCs. The Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Data Bundle expires, CenturyLink may modify pricing for the Data Bundle. Upgrades and additional Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

**3.3 Local Access Pricing.** Local Access rates are in the quote or in Addendum A

**3.4 Upgrade NRC.**

Description	Promo Code	NRC
Upgrade NRC	IQBundleUPGR	\$275

**4. Term/Cancellation.**

**4.1 Term.** The term of an individual Data Bundle begins on the date CenturyLink notifies Customer that a Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of months as specified in Customer's order for a Data Bundle ("Service Term"). The Service Term is indicated in the quote or the pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Data Bundle Service Term. Upon expiration of a Service Term, the Data Bundle will remain in effect on a month-to-month basis until canceled by either party with 60 days' prior notice.

**4.2 Cancellation.** Upon cancellation of a Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Data Bundle Port Cancellation Charge equal to: (i) 100% of the Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Data Bundle Ports

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MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus (iii) 50% of the Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Data Bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

### 4.3 Waiver of Cancellation Charges.

(a) **Upgrade.** When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Data Bundles installed for at least 12 months, and (iii) Local Access Cancellation Charges for all other Data Bundles.

(b) **Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

(c) **Relocation.** When Customer has a Relocation, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Data Bundles.

**4.4 Rental CPE Purchase.** Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

**5. Add-On Connection.** Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Data Bundle Pro, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 10 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

CenturyLink IQ Data Bundle Pro Rental CPE Routers that Support Add-On Connection Cards	
Router	CenturyLink IQ Data Bundle Bandwidth
ADTRAN 4430	5xDS1 through 8xDS1
ADTRAN 1335POE	Up to 10 Mbps
ADTRAN 5305	DS3
ADTRAN 5660 w/ SBC and ADTRAN 5660	100 Mbps through 1G bps in 100Mbps increments
Cisco 4431-SEC	100 Mbps through 1G bps in 100Mbps increments

CenturyLink-approved Add-On Connection Cards	
Cisco	ADTRAN
HWIC-1DSU-T1 VWIC3-2MFT-T1/E1 SM-X-1T3/E3 EHWIC-4G-LTE-VZ EHWIC-4ESG HWIC-2FE EHWIC-1GE-SFP-CU GLC-LH-SMD GLC-SX-MMD NIM-1MFT-T1/E1 NIM-2MFT-T1/E1 NIM-4MFT-T1/E1 NIM-ES2-4 NIM-1GE-CU-SFP NIM-2GE-CU-SFP	1202862L1 (Single T1 NIM) 1202872L1 (Dual T1 NIM) 1200481E1 (1000BASELX LC SFP) 1200480E1 (1000BASESX LC SFP)

## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

**5.1 Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

Description	NRC
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

**6. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, and the Agreement. This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**LIMITED LETTER OF AGENCY**  
**between**  
**ST ANDREW'S CATHOLIC SCHOOL ("Customer")**  
**and**

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

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

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

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

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

ST ANDREWS CATHOLIC SCHOOL  
Customer Company Name

Judie Hughes  
Authorized Signature of Customer

Dr. Jud Hughes  
Print or Type Name

Principal  
Title

3-22-18  
Date

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**CenturyLink Communications, LLC Service Appendix**  
**LOCAL ACCESS SERVICE EXHIBIT**

**1. Service Description and Availability.**

**1.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring unless CenturyLink notifies Customer that Extended Wiring is included with a service offering, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

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

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

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

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

**(d) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

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

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

**1.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

**(a) On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

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(b) **Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**1.3.1 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

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

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

**2. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. 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 under the Agreement or this Service Exhibit.

**3. Charges.** Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

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

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



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(b) **Extended Wiring.** "Extended Wiring" means additional wiring from the Demarcation Point to Customer's network interface equipment. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the Demarcation Point only.

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

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

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

**4. Term; Cancellation.**

**4.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**4.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) **Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) **All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(c) **Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) **Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

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(i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.

(ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

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

**5. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

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

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

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

"Demarcation Point" means CenturyLink designated interface between the CenturyLink Domestic Network or the leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

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

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

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**RENTAL CPE SERVICE EXHIBIT**

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

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

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

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

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

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

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

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

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

**7. CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

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**RENTAL CPE SERVICE EXHIBIT**

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

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

**10. Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

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

Customer Name: **ST ANDREW'S CATHOLIC SCHOOL**Quote #: **Q-00413028**Quote Generation Date: **3/22/2018 1:37:46 AM**Cutoff Date: **5/4/2018**Currency: **USD**

Customer Information	Account Information	Prepared By
<b>Name:</b> ST ANDREW'S CATHOLIC SCHOOL <b>Primary Contact:</b> <b>Billing Contact:</b> <b>Phone:</b> 2397723922 <b>Email:</b>	<b>BPID:</b> 1166204 <b>Billing Account:</b> <b>Billing Address:</b> 1509 SE 27TH ST CAPE CORAL, FL 33904-5742 <b>Contract ID#:</b> NEW	<b>Name:</b> Leroy Jackson <b>Phone:</b> 4075537109 <b>Email:</b> leroy.jackson@centurylink.com

**Quote****Pricing Table**

Product	Qty	Location	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Data Bundle	1		1509 SE 27TH ST CAPE CORAL FL 33904	IQ Networking Port - Internet	Adtran NV5660 SMF Pro 8x5 NBD 100 Mbps Flat 100M	36 Months	\$420.00	\$0.00	
Local Access	1		1509 SE 27TH ST CAPE CORAL FL 33904	ELA Native Single-CoS Low	CenturyLink (CLPA) Fast E 100M	36 Months	\$550.00	\$500.00	\$500.00
Service Sub Total:							\$970.00	\$0.00	

**"Terms and Conditions for CenturyLink IQ Data Bundle Offer"**

Except as otherwise provided in Section 2 of the Customer Acceptance Provisions, CenturyLink provides CenturyLink IQ Data Bundle services under these additional service-specific terms and conditions which are incorporated into the Agreement by this reference: (a) Data Bundle provisions ("Bundle Provisions") found at <http://www.centurylink.com/legal/mgctae/databundle/v12.pdf> and (b) the CenturyLink IQ Networking, Local Access and Rental CPE service-specific sections in "Section II. Additional Service-Specific Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: <http://www.centurylink.com/legal/DT&C/v81.pdf>.

**"Other Provisions for CenturyLink IQ Data Bundle Offer"**

CenturyLink IQ Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE. The bundle type appears in the first "IQ Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.



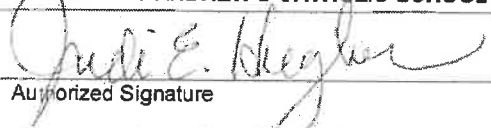
Customer Name: ST ANDREW'S CATHOLIC SCHOOL

Quote #: Q-00413028

Quote Generation Date: 3/22/2018 1:37:46 AM

Cutoff Date: 5/4/2018

Currency: USD

Customer: ST ANDREW'S CATHOLIC SCHOOL	CenturyLink Sales Solutions, Inc.
 Authorized Signature	 Authorized Signature
Dr. Judi Hughes Name Typed or Printed	 Name Typed or Printed
Principal Title	 Title
3.22.18 Date	 Date

Service(s) Total for Services priced in this Quote		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 970.00	\$ 0.00



Customer Name: **ST ANDREW'S CATHOLIC SCHOOL**  
Quote #: **Q-00413028**  
Quote Generation Date: **3/22/2018 1:37:46 AM**  
Cutoff Date: **5/4/2018**  
Currency: **USD**

#### Customer Acceptance Provisions

1. **Charges/Orders.** CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges. Services (located at the address specified, if applicable) shown on this Quote may not be combined with any other offer(s) or discount(s) other than those specifically listed on this Quote. Early termination charges may apply as set forth in the Agreement. By signing this Quote, Customer orders the services, bundles, offers, and packages identified in the "Product" column of the table(s) above ("Services").
2. **General.** A CenturyLink Total Advantage Express Agreement, CenturyLink Total Advantage Agreement, CenturyLink Master Service Agreement, CenturyLink Master Service Agreement Express or CenturyLink Loyal Advantage Agreement that is signed by authorized representatives of both parties on or before the earlier of the Cutoff Date on this Quote or the Cutoff Date on the agreement and includes all Service specific terms for the Service(s) described and any applicable offer terms in this Quote as determined by CenturyLink records is required to implement the pricing in this Quote ("Agreement"). The terms of this Quote including the "Other Provisions", "Customer Acceptance Provisions," "Terms and Conditions for VP Checkbook Credit Offer," and "Business Applications Provisions" for the Services control except that the "Terms and Conditions" that appear under the pricing table for the Services will only apply if Customer's Agreement is a CenturyLink Total Advantage Express Agreement or CenturyLink Master Service Agreement Express and will not apply if Customer's Agreement is a CenturyLink Total Advantage Agreement, CenturyLink Master Service Agreement or CenturyLink Loyal Advantage Agreement. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Quote amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above.
3. **Waived NRCs.** Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Quote only, NRCs are NOT waived unless this Quote expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Quote or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement.
4. **MACD.** If in this Quote Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

**Except to the extent required by an open records act or similar law, Customer agrees not to disclose this Quote or any of its contents to any third party.**



## SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

CenturyLink and Customer are entering into an Agreement for the provision of certain telecommunications services, equipment or both ("Service"). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, "Support"). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or when Customer receives Service.

1. **EFFECTIVE DATE OF AGREEMENT.** The Term of the Agreement will begin according to the following option selected by Customer:

<input type="checkbox"/> Option 1.	The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 2.	The Term will begin on July 1, 2018. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input checked="" type="checkbox"/> Option 3.	The Term will begin on the last date on which both parties have signed the Agreement <u>and</u> CenturyLink has received USAC's Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator ("Other Funding Source"). But if CenturyLink receives USAC's Funding Commitment Decision Letter or a commitment from an Other Funding Source before July 1, 2018, the effective date of the Agreement will be July 1, 2018. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.
<input type="checkbox"/> Option 4.	The Term will begin on the last date on which both parties have signed the Agreement. Customer affirms that it is not currently requesting Support for Service. <b>The remainder of this Addendum will not apply to the Agreement if Customer selects Option 4. If Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.</b>

If Customer does not indicate an affirmative choice above, CenturyLink will treat the Agreement as if Customer selected Option 4.

2. **APPLICATIONS FOR SUPPORT.** Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take the following steps to request Support depending on the source of such funds.

- A. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Service. For Service provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide CenturyLink with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by CenturyLink. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Service.
- B. **Other Funding Sources.** If desired, Customer will take all necessary steps to request Support from Other Funding Sources. Customer will promptly notify CenturyLink in writing of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to CenturyLink. **Customer will abide by all Other Funding Source rules and obligations for receipt of Support.**

3. **RECEIPT OF SUPPORT.**

- A. **USAC.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from USAC of Customer's Form 486 filing and CenturyLink's receipt of the service worksheet. Upon notification, CenturyLink will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Service delivered, and CenturyLink worksheet delineating the associated accounts. CenturyLink may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. CenturyLink will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Service.
- B. **Other Funding Sources.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Service. Upon notification, CenturyLink will apply discounts or reimburse Customer for Service delivered under the terms of the Agreement and

corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. CenturyLink may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Service.

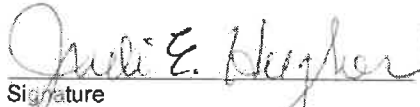
**4. FAILURE TO OBTAIN SUPPORT.**

- A. If, for any reason other than CenturyLink's material failure to deliver Service under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse CenturyLink for Service, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to CenturyLink on Customer's behalf, then Customer will reimburse CenturyLink for these amounts.
- B. While CenturyLink will use commercially reasonable efforts to assist Customer in requesting Support, CenturyLink is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

**5. TITLE TO EQUIPMENT.** Any equipment for which Customer is not applying for Category Two Support under the E-rate Program, and is used in the provision of Services under the Agreement, is the property of CenturyLink. Customer neither owns nor will acquire any right of ownership to any such CenturyLink-provided equipment. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the CenturyLink-provided equipment to CenturyLink or will provide CenturyLink access to reclaim such equipment.

**6. PRECEDENCE AND INTERPRETATION.** The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this 22 day of March, 2018

  
Signature

Dr. Judi Hughes  
Print Name

Principal  
Title