City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5F

SUBJECT: APPROVAL OF AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC d/b/a LUMEN TECHNOLOGIES GROUP TO PROVIDE INTERNET SERVICE TO THE CITY OF LOUISVILLE

DATE: SEPTEMBER 17, 2024

PRESENTED BY: PAULINA BENNETT, INFORMATION TECHNOLOGY DIRECTOR

SUMMARY:
On August 15, 2023 Council approved adding a new Zayo internet connection and increasing the internet speed at City Hall from 500 Mbps to 1 Gbps. However, when Zayo began the work, they determined they could not increase the speed due to construction issues. While Zayo successfully added the new secondary connection at City Services, faster internet for City Hall is still needed. Lumen has confirmed they can provide the needed 1 Gbps connection.

FISCAL IMPACT:
There is a one-time $6,000.00 construction charge and a monthly recurring payment for service for $800.00

The current service with Zayo is $1,000.00 per month

There will be roughly 1-2 months of overlap between services while Lumen completes the installation of the new service.

The contract is a 5-year contract and will save roughly $5,000.00 over the life of the contract.

RECOMMENDATION:
Staff recommends approval of the Lumen Internet Agreement.

ATTACHMENT(S):
1. Addendum – City of Louisville
2. State of Colorado Contract 2022-2025

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**

☐	Engaged Community	☐	Healthy Workforce
☒	Supportive Technology	☐	Collaborative Regional Partner

PARTICIPATING ADDENDUM
FOR
STATE OF COLORADO GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY CONTRACT
WITH CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP
BETWEEN
CITY OF LOUISVILLE – CO
AND
CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP

1. The undersigned is a public procurement unit, as defined in C.R.S. § 24-101-301, that wishes to participate in that certain State Of Colorado Governor's Office Of Information Technology Contract (Content ID C3037366) (the "Underlying Agreement") with CenturyLink Communications LLC d/b/a Lumen Technologies Group ("Lumen") approved and signed by the **State of Colorado** (the "State"), acting by and through the Governor's Office of Information Technology ("OIT" or "Customer"), on or about May 1, 2022, including its Exhibits and Attachments, pursuant to C.R.S. § 24-101-301 and other applicable provisions of the Colorado Procurement Code. Such public procurement unit (also referred to herein as "Agency") requests telecommunication services ("Service(s)") pursuant to the terms and conditions of the Underlying Agreement.

2. The undersigned Agency is executing this Participating Addendum for the purpose of purchasing Service from Lumen pursuant to the Underlying Agreement. Agency represents and warrants that it is eligible to purchase such Service pursuant to the Underlying Agreement under applicable law. Agency will be subject to all terms and conditions of this Participating Addendum and the Underlying Agreement. Agency will be responsible for any and all use of Services under this Participating Addendum and the Underlying Agreement, including but not limited to responsibility for payment obligations. Agency will be Lumen's customer of record for the Services provided to Agency under this Participating Addendum and the Underlying Agreement.

3. DESCRIPTION OF SERVICES. Lumen will provide to Agency the Services as set forth in the Underlying Agreement. To the extent Services are tariffed, and where such terms and conditions of the applicable tariffs do not conflict with the Underlying Agreement, the provisions of the tariff will apply and, in such cases, references in this Addendum and the Underlying Agreement to Service Schedule(s) will instead be deemed to refer to the applicable tariff.

4. TERM. This Participating Addendum is effective on the latest signature date and will expire coterminous with the Underlying Agreement as provided in Section 2 of the Underlying Agreement.

5. This Participating Addendum and the Underlying Agreement set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP

Alex Khanin
Alex Khanin (Aug 2, 2024 10:26 MDT)

Authorized Signature

Alex Khanin

Name Typed or Printed

Manager Offer Management

Title

Aug 2, 2024

Date

Address for Notices:
CENTURYLINK COMMUNICATIONS LLC D/B/A LUMEN TECHNOLOGIES GROUP
931 14th Street, 9th Floor
Denver, CO 80202

CITY OF LOUISVILLE - CO

ATTEST:

Meredyth Muth, City Clerk

Christopher M. Mayor Leh

Attachment 1
CITY OF LOUISVILLE – CO
Service Locations/Quantity of Service

PRICING ATTACHMENT

Service Description	Location	Quantity	MRC	NRC
Dedicated Internet Access – 1000 Mbps	749 Main Street, Louisville CO 80027	1	$200.00	$0.00
On-Net Access – 1,000 Mbps	749 Main Street, Louisville CO 80027	1	$600.00	$6,000.00

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Governor's Office of Information Technology	**Contract Number** 172875 **CORE Encumbrance Number** CT EGBA 2022-3808 **Interagency Contract Number** n/a **Contract Administrator** RA
Contractor CenturyLink Communications LLC d/b/a Lumen Technologies Group	
Contract Maximum Amount **Initial Term** State Fiscal Year 2022 $ 1,830,000.00 State Fiscal Year 2023 $11,000,000.00 State Fiscal Year 2024 $11,000,000.00 State Fiscal Year 2025 $11,000,000.00 State Fiscal Year 2026 $11,000,000.00 State Fiscal Year 2027 $11,000,000.00 **Extension Terms** State Fiscal Year 2028 $11,000,000.00 State Fiscal Year 2029 $11,000,000.00 State Fiscal Year 2030 $11,000,000.00 State Fiscal Year 2031 $11,000,000.00 State Fiscal Year 2032 $11,000,000.00 **Total All State Fiscal Years $111,830,000.00**	**Contract Performance Beginning Date** May 1, 2022 **Initial Contract Expiration Date** June 30, 2025 **Contract Authority** Authority to enter into this Contract exists in CRS § 24-37.5-105 and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies. The Contractor was selected in accordance with State law as a result of RFP 202100085.

Contract Purpose

The Contractor shall provide collaborative operational and management responsibility for the existing Colorado State Network (CSN) environment and shall be responsible to evolve, augment and enhance the CSN. This includes infrastructure and services.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Service Exhibits & Pricing
   - Exhibit A-1 Products and Service Agreement for Custom CenturyLink Incumbent Local Exchange Carrier
   - Exhibit A-2 Internet Service Schedule
   - Exhibit A-3 Domestic CenturyLink IQ® Networking Service
   - Exhibit A-4 CenturyLink Local Access Service
   - Exhibit A-5 CenturyLink Optical Wavelength Service
   - Exhibit A-6 CenturyLink Metro Ethernet Service
   - Exhibit A-7 Rental Customer Premise Equipment Service
   - Exhibit A-8 Customer Premise Equipment Service
   - Exhibit A-9 Custom Solutions
   - Exhibit A-10 Managed Network Service
   - Exhibit A-11 Wireless Back-Up Service Attachment
   - Exhibit A-12 Telecommunications Service Providers
   - Exhibit A-13 Dynamic Connections
   - Exhibit A-14 Lumen MPLS (IPVPN and VPLS) VPN Service
   - Exhibit A-15 Customer Premise Equipment Addenda
   - Exhibit A-16- CenturyLink IQ Delta Port Offer Attachment
   - Exhibit A-17 Domestic Optical Wavelength Private Line Service
   - Exhibit A-18 Elynk Service
2. Exhibit B – Service Level Agreements
3. Exhibit C – Information Technology Provisions
4. Exhibit D – Billing, Inventory, Performance Reports
5. Exhibit E – Sample Option Letter
6. Exhibit F – Affiliates
7. Exhibit G – HIPAA Business Associate Agreement

8. Exhibit H – Acceptable Use Policy
9. Exhibit I – Pricing Summary
10. Exhibit J - Edge Upgrade 2022 Statement of Work
11. Exhibit K -Tailored Managed Network Service Statement of Work

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §19 of the main body of this Contract.
2. Exhibit C, Information Technology Provisions
3. The provisions of the other sections of the main body of this Contract.
4. Exhibit G- HIPAA
5. Exhibit A, Service Exhibit & Pricing
6. Exhibit I – Pricing Summary
7. Exhibit J – Statement of Work
8. Exhibit K – Statement of Work
9. Exhibit B – Service Level Agreements
10. Exhibit F - Affiliates
11. Exhibit D – Billing, Inventory, Performance Reports
12. Exhibit H – Acceptable Use Policy
13. Exhibit E- Sample Option Letter

Principal Representatives

For the State:
Laura Calder
Governor's Office of Information Technology
601 East 18th Avenue
Suite 180
Denver, CO 80203
laura.calder@state.co.us

For Contractor:
Dennis Fisher
Lumen
931 14th St.
Denver, CO 80202
Dennis.Fisher@lumen.com

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<table>
<tr>
<td>

CONTRACTOR

CenturyLink Communications LLC d/b/a Lumen Technologies Group

Signed: Dennis Fisher

Printed Name: Dennis Fisher

Title: Director of Offer Management

Date: 4/28/2022

</td>
<td>

In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Governor's Office of Information Technology
Anthony Neal-Graves, Chief Information Officer and Executive Director

Signed: Laura Calder

Printed Name: Laura Calder

Title: CFO

Date: 4/28/2022

</td>
</tr>
<tr>
<td colspan="2">

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signed: Ron Fiet

Printed Name: Ron Fiet

Title: Contract Specialist

Amendment Effective Date: 4/28/2022

</td>
</tr>
</table>

TABLE OF CONTENTS

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under a Participating Addendum to this Enterprise Agreement shall be deemed to be a sale (and governed by the prices and other terms and conditions) under this Master Enterprise and a Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of this Enterprise Agreement or a Participating Addendum.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed ten years from its Effective Date absent prior approval from the Chief

Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by **§13.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§13.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor all unpaid amounts for Service actually provided through the date of termination under this Contract, less payments previously made. Additionally, the State will reimburse Contractor any actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the Contractor's obligations or out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to materially perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

E. "**Contract**" means this Contract, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

H. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by Contractor.

I. "**End of Term Extension**" means the time period defined in **§2.D.**

J. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

K. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

L. "**Extension Term**" means the time period defined in **§2.C**.

M. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.,* C.R.S. Incidents include, without limitation, **(i)** successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; **(ii)** unwanted disruption or denial of service; **(iii)** the unauthorized use of a State system for the processing or storage of data; or **(iv)** changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "**Initial Term**" means the time period defined in **§2.B.**

P. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

Q. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

S. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

T. **"Purchasing Entity"** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, State supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.

U. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

V. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to

CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

W. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

X. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Y. "**State Records**" means any and all State data, information, and records, regardless of physical form.

Z. "**Subcontractor**" means any third party engaged by Contractor to aid in performance of the Work.

AA. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

BB. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

CC. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 90 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and the parties will mutually review and discuss an appropriate resolution. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Therefore Contractor's Compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds.. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability in accordance with the provisions hereof, provided, however, that the State will be responsible to pay Lumen for any Special Construction Charges incurred by Lumen and not previously recuperated under the Contract to the extent funds are appropriated for such purpose . The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**. In the event of such a termination (and any early termination under this Contract), the State will be required to return all Equipment unless the State in its sole discretion chooses to purchase any such Equipment from Contractor at a price equal to 100% of the remainder of any lease payments Contractor may owe on the Equipment.

C. Termination Liability Assessments

Lumen agrees to waive termination liability on any services that have met their Initial Service Term before the effective date of this Agreement. All services ordered after the effective date of this Agreement and subsequently terminated are subject to the termination liability outlined in the applicable Service Exhibit or Attachment. After the initial 3 year contract term, agencies shall be able to terminate services at any time without penalty as long as each services Initial Service Term has been met.

6. REPORTING - NOTIFICATION

A. Reports.

As described in Exhibit D of this Contract, The State may utilize Contractor's control center which is a free, secure, self-service portal to access billing, inventory and performance reports. Contractor will assist The State on an as needed basis to efficiently navigate the control center portal. Contractor's Account Team may provide additional support for reporting funcitionality not available in the control center portal.

B. Litigation Reporting

Unless legally prohibited from doing so, if Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

i. Performance Outside the State of Colorado

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado, or its execution of an Contract with a Subcontractor to perform Services outside the State of Colorado. Such notice shall specify the type of Services to be performed outside the State of Colorado and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

ii. Performance Outside of the United States

Contractor shall request written approval from the State, acting through the Office of Information Technology, for Contractor to perform, or subcontract to perform, Services outside the United States. The State may approve or deny such request within the State's sole discretion, whether or not services outside the United States are prohibited or restricted by the Statement of Work or by any Exhibit attached to this Contract. Following written approval from the State, Contractor shall comply with the notice provisions for performance outside the State of Colorado. Any notice provided to the State by Contractor regarding performance outside the United States shall be deemed ineffective if the State has not granted prior written approval for such performance.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other written materials, electronic media files, and communications relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 10 Business Days' notice from the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as reasonably determined by the State or that governmental entity. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work. Contractor shall retain sole authority and discretion over the security and access control procedures required of any facilities access or system access requested by the State pursuant to this section, and will admit visitors consistent with its policies for such access.

D. Final Audit Report

If an audit is performed on contractor's records related to the work or services provided under this contract for any fiscal year covering a portion of the contract term in accordance with this section, contractor shall submit a copy of the final audit report to the state or its principal representative at the address specified herein. Contractor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the contract. Contractor shall, at contractor's sole expense, reconstruct any records not preserved or retained as required by this paragraph.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

The State and Contractor agree that this §8 applies to information that the State directly provides to Contractor under this Contract, but that Contractor will not be deemed to have accessed, received, or be in the possession of State Information solely by virtue of the fact that the State transmits, receives, accesses, or stores such information through use of the data transport system in scope for Contractor's services.

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Contract attached to this Contract as an Exhibit if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Contracts

Contractor may provide State Records to its agents, employees, assigns, and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign Contracts containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a Breach of Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in § 24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of § 24-18-105, C.R.S. with regard to this Contract. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Contractor employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Contractor shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. If an actual conflict of interest exists, the State may request and Contractor will remove the employee from working on this Contract until the conflict of interest expires. Failure to timely submit a disclosure statement shall constitute a Breach of Contract. Contractor may also be subject to such penalties as are allowed by law.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all

Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE

The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, loss of State Records or unauthorized disclosure of State Confidential Information, not to exceed three (3) times 12 months of the State's total MRCs and usage charges under this Contract ("Damage Cap").

No limitation on Contractor's liability to the State under this Section shall limit or affect:

A. Contractor's indemnification obligations to the State under this Contract;

B. Any claims, losses, or damages for which coverage is available under any insurance required under this Contract;

C. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State; or

D. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors.

12. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§13** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

13. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§12,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts to the extent necessary for the State to have ownership of any works made for hire as originally set forth in this Contract or a Task Order. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination and all unpaid amounts for Work actually provided as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State to the extent set forth in this Contract for any damages sustained by the State in connection with any breach by Contractor.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor for the portion of the Work in dispute until Contractor corrects its Work.

c. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is reasonably deemed by the State to be contrary to the public interest or the State's best interest.

d. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§12** and the dispute resolution process in **§14**, shall have all remedies available at law and equity.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Document Deliverables. Unless expressly agreed to the contrary in writing, all Document Deliverables prepared by the Contractor (or its subcontractors) exclusively and originally created for the State in connection with this Contract shall be owned by State and, if registered, shall be registered in the name of State; provided however, if such Document Deliverables include any Confidential Information of Contractor, then State shall maintain such Document Deliverables in confidence unless Contractor provides State with prior, written permission to register or otherwise publicly distribute. For the purpose of this Section, "Document Deliverables" shall be defined as copyrightable, non-patentable subject matter in the form of reports, charts and invoices that are created by Contractor using State Confidential Information and specifically and solely directed State's purchase of Services under this Contract and/or a statement of work hereunder; provided however, under no circumstances shall "Document Deliverables" include any inventions, processes, functionality, systems, network components, network designs, network configurations, protocols, API's, technology, software, intellectual property rights or methodologies, templates, forms, whether patented, patent pending or non-patentable, which have been invented, created, acquired, conceived, developed, designed, reduced to practice or owned by the Contractor at any time.

ii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause, or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as reasonably directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a mutually agreed upon and State approved license Contract: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license Contract.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

Except as otherwise specified in this Contract or any Service Attachment, Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void; provided, however, that either party may assign this Contract without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party notifies the other party in writing within 30 days of the assignment. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, and Contractor is responsible for the performance of any subcontractor to meet the requirements of this Contract.

C. Binding Effect

Except as otherwise provided in **§18.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any Contract or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or Contracts appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online Contracts related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

Notwithstanding the foregoing, Contractor may charge to the State fees and surcharges as applicable to the services being provided under the contract between the parties, including but not limited to federal and state USF, 911 fees, property surcharge, cost recovery fee, franchise recovery fee, administrative expense fee, and such fees, and surcharges are subject to change over the duration of the contract between the parties.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A,** this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any intentional, grossly negligent, or negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract, except for the State's negligence with respect to any tort or some independent duty of care owed by the State to third parties.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

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

V. Service Levels.

Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to the State a credit as stated in the applicable Service Attachment on the State's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance and force majeure events, unless otherwise defined in a Service Attachment. Total monthly credits will not exceed the charges for the affected Service for that month. The State's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any Contract, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.**

Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental Contracts*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or Contracts between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

[Not applicable to Contracts relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Contracts, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to <u>perform work under this Contract</u>, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department Program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department Program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

20. ACCESSIBILITY

A. Contractor and its Work Product shall comply with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5). Vendor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

B. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to the Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5).

C. The State may require Contractor's compliance to be determined by a third party vendor acceptable to the State that shall attest that the Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5).

EXHIBIT A, SERVICE EXHIBITS

LUMEN WILL PROVIDE THE FOLLOWING SERVICES AS PART OF THIS CONTRACT:

Exhibit A-1 Products and Service Agreement for Custom CenturyLink Incumbent Local Exchange Carrier
Exhibit A-2 Internet Service Schedule
Exhibit A-3 Domestic CenturyLink IQ® Networking Service
Exhibit A-4 CenturyLink Local Access Service
Exhibit A-5 CenturyLink Optical Wavelength Service
Exhibit A-6 CenturyLink Metro Ethernet Service
Exhibit A-7 Rental Customer Premise Equipment Service
Exhibit A-8 Customer Premise Equipment Service
Exhibit A-9 Custom Solutions
Exhibit A-10 Managed Network Service
Exhibit A-11 Wireless Back-Up Service Attachment
Exhibit A-12 Telecommunications Service Providers
Exhibit A-13 Dynamic Connections
Exhibit A-14 Lumen MPLS (IPVPN and VPLS) VPN Service
Exhibit A-15 Customer Premise Equipment Addenda
Exhibit A-16- CenturyLink IQ Delta Port Offer Attachment
Exhibit A-17 Domestic Optical Wavelength Private Line Service
Exhibit A-18 Elynk Service

EXHIBIT A-1
CUSTOM CENTURYLINK INCUMBENT LOCAL EXCHANGE CARRIER

Products and Services Agreement
For Custom CenturyLink Incumbent Local Exchange Carrier ("ILEC")
Tariffed and Detariffed Business Services

This Products and Services Agreement for Custom CenturyLink Incumbent Local Exchange Carrier ("ILEC") Tariffed and Detariffed Business Services ("Agreement") between **CENTURYTEL OF EAGLE, INC.** ("CenturyLink") and **STATE OF COLORADO** ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES**. CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.

2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

3. **UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

EXHIBIT A-1
CUSTOM CENTURYLINK INCUMBENT LOCAL EXCHANGE CARRIER

SERVICES LIST

1. **SERVICES**. CenturyLink will provide to Customer those Services identified in the table below ("Price Table"). Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Customer Billing Address	Service/Installation Address	Type of Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
		[Service1]	[Term1]	[MRC1]	[NRC1]
		[Service2]	[Term2]	[MRC2]	[NRC2]
		[Service3]	[Term3]	[MRC3]	[NRC3]
		[Service4]	[Term4]	[MRC4]	[NRC4]

2. **PRICING.**

2.1 **Monthly Recurring Charges ("MRCs").** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current rates in the applicable Tariffs or Local Terms of Service which are subject to change.

2.2 **Non-recurring Charges ("NRCs").** CenturyLink may charge Customer NRCs related to the Services described in the Price Table or listed in applicable Tariffs or Local Terms of Service.

2.3 **Additional Charges**. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS**.

3.1 CenturyLink provides Services under the applicable terms and conditions posted to http://about.centurylink.com/legal/rates_conditions.html and incorporated into the Agreement by this reference. Enter the Entity and Service name to locate the applicable terms and conditions. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time

3.2 In the event of any inconsistencies or conflicts between this Agreement and the applicable Tariff or Local Terms of Service, this Agreement will take precedence.

4. **TERMINATION**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

5. **NOTICES.**

5.1 **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.

5.2 **Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com. 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 Annex Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. 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.

5.3 **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th 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.

EXHIBIT A-1
CUSTOM CENTURYLINK INCUMBENT LOCAL EXCHANGE CARRIER

CENTURYTEL METRO ETHERNET PRICING ATTACHMENT

CenturyTel Metro Ethernet Bandwidth	MRC	NRC
10 Mbps Enhanced Ethernet - Classic	$215.00	$0.00
20 Mbps Enhanced Ethernet - Classic	$275.00	$0.00
30 Mbps Enhanced Ethernet - Classic	$300.00	$0.00
40 Mbps Enhanced Ethernet - Classic	$325.00	$0.00
50 Mbps Enhanced Ethernet - Classic	$345.00	$0.00
60 Mbps Enhanced Ethernet - Classic	$355.00	$0.00
70 Mbps Enhanced Ethernet - Classic	$375.00	$0.00
80 Mbps Enhanced Ethernet - Classic	$390.00	$0.00
90 Mbps Enhanced Ethernet - Classic	$400.00	$0.00
100 Mbps Enhanced Ethernet - Classic	$435.00	$0.00
200 Mbps Enhanced Ethernet - Classic	$500.00	$0.00
300 Mbps Enhanced Ethernet - Classic	$550.00	$0.00
400 Mbps Enhanced Ethernet - Classic	$660.00	$0.00
500 Mbps Enhanced Ethernet - Classic	$750.00	$0.00
600 Mbps Enhanced Ethernet - Classic	$800.00	$0.00
700 Mbps Enhanced Ethernet - Classic	$860.00	$0.00
800 Mbps Enhanced Ethernet - Classic	$940.00	$0.00
900 Mbps Enhanced Ethernet - Classic	$1,075.00	$0.00
1000 Mbps Enhanced Ethernet - Classic	$1,390.00	$0.00

*MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

**Additional CenturyTel EVC's are an additional $50.00/mo

EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

.

1. General. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

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

2. Services.

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

a. <u>IP Addresses</u>. IP Address space with proper justification.

b. <u>Primary DNS / Secondary DNS</u>. Primary or Secondary DNS as requested.

c. <u>Static routing / BGP peering</u>. Static routing or BGP peering options available.

d. <u>On-line bandwidth utilization reports</u>. On-line bandwidth utilization reports available through the customer portal.

e. <u>Basic security service</u>. Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at $1000 per hour with a minimum charge of $4000.

2.2 Billing Types.

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

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

<u>Aggregate Burstable</u>. Burstable Services may also be provided on an aggregated basis. For Aggregate Burstable Service, the bandwidth MRC is based on the Aggregate Committed Information Rate ("ACIR") (which is also called an Aggregate Committed Data Rate ("ACDR")). The ACIR/ACDR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Aggregate Burstable Usage is any usage in excess of ACIR/ACDR. Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports.

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

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

EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

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

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

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

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement pursant to Exhibit B of the Agreement.

3. Customer Responsibilities.

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

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business

EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

INTERNET PRICING ATTACHMENT

Dedicated Internet Access Pricing:

Total price below: includes port, access and logical service

Access Speed	Bandwidth (CDR)	Monthly Rate*
Fast Ethernet (100 Mbps)	10 Mbps	$275.00
Fast Ethernet (100 Mbps)	20 Mbps	$290.00
Fast Ethernet (100 Mbps)	30 Mbps	$315.00
Fast Ethernet (100 Mbps)	40 Mbps	$330.00
Gigabit Ethernet (1000 Mbps)	50 Mbps	$350.00
Gigabit Ethernet (1000 Mbps)	100 Mbps	$450.00
Gigabit Ethernet (1000 Mbps)	500 Mbps	$650.00
Gigabit Ethernet (1000 Mbps)	1000 Mbps	$800.00

Access Speed	Bandwidth (CDR)	Monthly Rate*
10-Gigabit Ethernet (10000 Mbps)	1000 Mbps	$1,000.00
10-Gigabit Ethernet (10000 Mbps)	2000 Mbps	$1,300.00
10-Gigabit Ethernet (10000 Mbps)	3000 Mbps	$1,800.00
10-Gigabit Ethernet (10000 Mbps)	5000 Mbps	$2,600.00
10-Gigabit Ethernet (10000 Mbps)	10000 Mbps	$3,800.00

**** Pricing is for On-Net Locations Only***
**** New Sites that Require Fiber Construction May Have Increased ICB Rates.***
**** Installation Waived for On-Net locations.***

Managed Router Add-on Options:

Speed Range	Router (Or equivalent)	MRC
10M - 250M	C1111-ET-03	$134.00
150M - 500M	C4431-ET-04	$350.00
500M - 1Gig	C4451X-ET-04	$480.00
1Gig - 10Gig	CASR920-ET-08*	$174.00
1Gig - 10Gig	ASR1001X-ET-01**	$630.00

**CASR920-ET-08. IPSec, NAT, and DIA BGP are not supported.*
BFD/NetFlow are mutually exclusive.
***ASR1001X-ET-01 is designed for large sites utilizing Ethernet WAN circuits.*
All Ethernet ports are SFP based. Provides two Optical 10GigE SMF SFPs.
AAIS license included. TDM to IP VoIP not supported.

EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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

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

2. Service.

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

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

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

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

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

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

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

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

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

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

EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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

(e) Customer Responsibilities.

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

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

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

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

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

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

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

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

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

EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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

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

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

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

4.1 Pricing Methodologies.

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

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

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

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

5. Term; Cancellation.

EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

5.3 Waiver of Cancellation Charges.

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

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

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

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

8. AUP. All use of the Services must comply with the AUP as set forth in Exhibit H, attached hereto. . CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Service Level Agreements for this Service are set for in Exhibit B of the Contract.

10. Other Terms.

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

10.2. Cancellation and Termination Charges. This section replaces the Cancellation and Termination Charges set forth in the Agreement:

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

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

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

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

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

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

EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
STATE OF COLORADO ("Customer")
and
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

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

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

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

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

STATE OF COLORADO
Customer Company Name

____
Authorized Signature of Customer

____
Print or Type Name

____
Title

____
Date

EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

PRICING ATTACHMENT

1. Pricing.

1.1 Network Management Service MRCs.

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

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	$75.00 per device	N/A

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

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

1.2 CenturyLink IQ Networking Features

(a) VPN Extensions.

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

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

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

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

a) ON NET Pricing Tables.

a) ON NET Pricing Tables.

Flat Rate Internet Port Other Access	Net Rate MRC	Install NRC
1.5 Mbps	$130.00	$0.00

Flat Rate 10000 Mbp Gigabit Ethernet Private Port	Net Rate MRC	Install NRC
10000 Mbps	$800.00	$0.00

Tiered Ethernet 10 Mbps Private Port	Net Rate MRC	Install NRC
3 Mbps	$74.00	$0.00
5 Mbps	$78.00	$0.00
7 Mbps	$80.00	$0.00
10 Mbps	$86.00	$0.00

Tiered Fast Ethernet 100 Mbps Private Port	Net Rate MRC	Install NRC
10 Mbps	$86.00	$0.00

EXHIBIT A-3
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

20 Mbps	$110.00	$0.00
30 Mbps	$120.00	$0.00
40 Mbps	$130.00	$0.00
50 Mbps	$138.00	$0.00
60 Mbps	$142.00	$0.00
70 Mbps	$150.00	$0.00
80 Mbps	$156.00	$0.00
90 Mbps	$160.00	$0.00
100 Mbps	$174.00	$0.00

Tiered Gigabit Ethernet (1000 Mbps) Private Port	**Net Rate MRC**	**Install NRC**
100 Mbps	$174.00	$0.00
200 Mbps	$200.00	$0.00
300 Mbps	$220.00	$0.00
400 Mbps	$264.00	$0.00
500 Mbps	$300.00	$0.00
600 Mbps	$320.00	$0.00
700 Mbps	$344.00	$0.00
800 Mbps	$376.00	$0.00
900 Mbps	$430.00	$0.00
1000 Mbps	$556.00	$0.00

***Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) (Precise Burstable Minimum = 1,000 Mbps) Private Port**	**Install NRC***	**Net Rate MRC Per Mbps**
500.000 – 1,000 Mbps	$4,000	$1.00
1,000.001 – 2,000 Mbps	$4,000	$0.90
2,000.001 – 3,000 Mbps	$4,000	$0.80
3,000.001 – 5,000 Mbps	$4,000	$0.75
5,000.001 – 7,000 Mbps	$4,000	$0.68
7,000.001 – 10,000 Mbps	$4,000	$0.50

b) OFF NET Pricing Tables

Flat Rate Private Port	**Net Rate MRC**	**Install NRC**
DS1	$130.00	$0.00
2 x DS1 (3 Mbps)	$255.00	$0.00
3 x DS1 (4.5 Mbps)	$365.00	$0.00
4 x DS1 (6 Mbps)	$495.00	$0.00
5 x DS1 (7.5 Mbps)	$955.00	$0.00
6 x DS1 (9 Mbps)	$1,105.00	$0.00
7 x DS1 (10.5 Mbps)	$1,255.00	$0.00
8 x DS1 (12 Mbps)	$1,405.00	$0.00

Tiered DS3 Private Port	**Net Rate MRC**	**Install NRC**
3 Mbps	$255.00	$0.00
6 Mbps	$495.00	$0.00
9 Mbps	$730.00	$0.00
12 Mbps	$950.00	$0.00
15 Mbps	$1,015.00	$0.00
18 Mbps	$1,050.00	$0.00
21 Mbps	$1,117.00	$0.00
24 Mbps	$1,156.00	$0.00
27 Mbps	$1,195.00	$0.00
30 Mbps	$1,232.00	$0.00
33 Mbps	$1,264.00	$0.00
36 Mbps	$1,296.00	$0.00

39 Mbps	$1,328.00	$0.00
42 Mbps	$1,360.00	$0.00
45 Mbps	$1,390.00	$0.00

Tiered OC3 Private Port	**Net Rate MRC**	**Install NRC**
35 Mbps	$1,396.00	$0.00
45 Mbps	$1,690.00	$0.00
55 Mbps	$1,804.00	$0.00
65 Mbps	$1,918.00	$0.00
75 Mbps	$2,032.00	$0.00
85 Mbps	$2,146.00	$0.00
95 Mbps	$2,261.00	$0.00
105 Mbps	$2,500.00	$0.00
115 Mbps	$2,614.00	$0.00
125 Mbps	$2,728.00	$0.00
135 Mbps	$2,842.00	$0.00
145 Mbps	$2,956.00	$0.00
155 Mbps	$3,071.00	$0.00

Tiered Fast Ethernet 100 Mbps Private Port	**Net Rate MRC**	**Install NRC**
10 Mbps	$925.00	$0.00
20 Mbps	$1,165.00	$0.00
30 Mbps	$1,445.00	$0.00
40 Mbps	$1,725.00	$0.00
50 Mbps	$2,479.00	$0.00
60 Mbps	$2,929.00	$0.00
70 Mbps	$3,314.00	$0.00
80 Mbps	$3,656.00	$0.00
90 Mbps	$3,977.00	$0.00
100 Mbps	$4,194.00	$0.00

Tiered Gigabit Ethernet (1000 Mbps) Private Port	**Net Rate MRC**	**Install NRC**
100 Mbps	$645.00	$0.00
200 Mbps	$1,153.00	$0.00
300 Mbps	$1,553.00	$0.00
400 Mbps	$1,829.00	$0.00
500 Mbps	$2,073.00	$0.00
600 Mbps	$2,258.00	$0.00
700 Mbps	$2,418.00	$0.00
800 Mbps	$2,556.00	$0.00
900 Mbps	$2,684.00	$0.00
1000 Mbps	$2,800.00	$0.00

1.4 NRC Discounts.

(a) NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet Ports and Private Ports. The Internet Ports and Private Ports must remain installed for at least 12 months.

EXHIBIT A-4
CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT

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

2. Service Description and Availability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Term; Cancellation.

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

5.2 Cancellation and Termination Charges.

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

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

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

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

7. Other Terms.

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

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

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

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

Customer opens a trouble ticket with CenturyLink to the time Service has been restored. “Cause” means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

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

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer’s use of the Service: (a) is contrary to the Acceptable Use Policy as set forth in Exhibit I, attached hereto, to be updated as agreed by both Parties through an amendment , (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

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

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

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

8. Definitions.

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

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

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

EXHIBIT A-4
CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT
PRICING ATTACHMENT

Except as set forth in this pricing attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Service Exhibit.

1. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the pricing table below. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this pricing attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service in the pricing table below (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service Term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1.Any future Service ordered will be charged the current quoted MRC and NRC per Service as specified on a valid CenturyLink quote or Order, not the MRC and NRC per Service specified below. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

a) On Net Local Access

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	ELA Native- On Net	60	Ethernet	3 Mbps	$111.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	5 Mbps	$117.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	7 Mbps	$120.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	20 Mbps	$165.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	30 Mbps	$180.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	40 Mbps	$195.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	50 Mbps	$207.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	60 Mbps	$213.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	70 Mbps	$225.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	80 Mbps	$234.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	90 Mbps	$240.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	100 Mbps	$261.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	100 Mbps	$261.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	200 Mbps	$300.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	300 Mbps	$330.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	400 Mbps	$396.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	500 Mbps	$450.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	600 Mbps	$480.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	700 Mbps	$516.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	800 Mbps	$564.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	900 Mbps	$645.00	$0.00

TBD	ELA Native- On Net	60	Gigabit Ethernet	1000 Mbps	$834.00	$0.00
TBD	ELA Native- On Net	60	10 G Ethernet	10000 Mbps	$1,200.00	$0.00
12500 E Arapahoe Rd, Englewood, CO	Wavelength Local Access - On Net (**ETH10GB-23446574**)	60	10G Ethernet	10000 Mbps	$2,500.00	$0.00
690 Kipling St, Lakewood, CO	Wavelength Local Access - On Net (**ETH10GB-23446557**)	60	10G Ethernet	10000 Mbps	$2,500.00	$0.00
TBD	Wavelength Local Access - On Net	60	10G Ethernet	10000 Mbps	$2,500.00	$0.00

b) Off Net Local Access

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	Special Access- Off Net	60	NxT1	3Mbps	$150.00	$0.00
TBD	Special Access- Off Net	60	NxT1	4.5Mbps	$300.00	$0.00
TBD	Special Access- Off Net	60	NxT1	6Mbps	$450.00	$0.00
TBD	Special Access- Off Net	60	NxT1	7.5Mbps	$600.00	$0.00
TBD	Special Access- Off Net	60	NxT1	9Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	NxT1	10.5Mbps	$900.00	$0.00
TBD	Special Access- Off Net	60	NxT1	12Mbps	$1,050.00	$0.00
TBD	Special Access- Off Net	60	DS-3	3 Mbps	$1,200.00	$0.00
TBD	Special Access- Off Net	60	DS-3	6 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	9 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	12 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	15 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	18 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	21 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	24 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	27 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	30 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	33 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	36 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	39 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	42 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	45 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	OC-3	35 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	45 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	55 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	65 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	75 Mbps	$1,262.00	$0.00

EXHIBIT A-4
CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT

TBD	Special Access- Off Net	60	OC-3	85 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	95 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	105 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	115 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	125 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	135 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	145 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	155 Mbps	$1,262.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	10 Mbps	$852.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	20 Mbps	$982.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	30 Mbps	$1,070.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	40 Mbps	$1,168.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	50 Mbps	$1,243.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	60 Mbps	$1,341.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	70 Mbps	$1,439.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	80 Mbps	$1,515.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	90 Mbps	$1,617.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	100 Mbps	$1,710.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	100 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	200 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	300 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	400 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	500 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	600 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	700 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	800 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	900 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	1000 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	10 Gigabit Ethernet	10000 Mbps	$6,000.00	$0.00

2. On-Net CenturyLink Provided Access Install NRC Discount. Install NRCs specified above for On-Net CenturyLink Provided Access will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

This Optical Wavelength Service ("Service") Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and **STATE OF COLORADO** ("Customer") and is effective on the date CenturyLink signs it ("Effective Date").

Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "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. For reference purposes, Service is subject to technical publication 77412 located at http://qwest.centurylink.com/techpub/ ("Tech Pub").

1. Scope.

1.1 Optical Wavelength Service is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing technology with proactive network monitoring. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. Optical Wavelength Service supports industry-standard protocols such as SONET, Ethernet, and Storage Area Network ("SAN") on a circuit-by-circuit basis.

1.2 CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to special construction, CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the Service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained in this Agreement will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

1.3 CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

2. Changes. CenturyLink will provide the following types of changes to Service or additions of new Service under the terms and conditions of the Tariff and this Agreement if the Service is available at the speed and location requested:

2.1 Additions of new Service. Additional Optical Wavelength Service circuits will be handled on an Optical Wavelength Service pricing attachment added under this Agreement via amendment. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and special construction charges.

2.2 Moves. Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the CenturyLink 14-state local service area. A move involves a change in the physical location of the point of termination at Customer's premises or the physical location of Customer's premises. In the event of a move of a Customer premises, a new Service Term for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any special construction charges related to the moved Service. Moves will be handled on a pricing attachment added under this Agreement via amendment. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Service Term.

2.3 Upgrades. Customer may upgrade an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits to a higher bandwidth capacity. In such event, a new Service Term for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. All then-current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be handled on a pricing attachment added under this Agreement via amendment.

3. Filing Concurrence and Jurisdictional Guidelines.

3.1 Filing Concurrence. CenturyLink may be required to submit this Agreement for a particular Service and any subsequent addenda for Service to certain regulatory agencies for approval because the rates in the Agreement are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Effective Date, those service-specific rates, terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under the Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. In the event a regulatory agency does not approve the Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The Agreement for a particular Service remains in full force and effect for Service in all other jurisdictions.

3.2 Jurisdictional Guidelines. Customer understands that Service is an intrastate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, less than 10% of its usage will be interstate usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service.

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

4. Service Level Agreement. Service is subject to the Optical Wavelength service level agreement ("SLA") located at qwest.centurylink.com/legal/sla.html, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

5. Service/Maintenance. CenturyLink may from time to time suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

6. Service Term; Termination.

6.1 Service Term. Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue on a month-to-month basis under the terms of this Agreement and revert to CenturyLink's then-current month-to-month rates.

6.2 Termination. Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Upon termination of a Service, Customer will remain liable for charges accrued but unpaid as of the termination date. If a Service is terminated by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay a "Termination Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term if any, plus (b) 70% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term beyond the first 12 months. Service will no longer be subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

6.3 Waiver Policy. A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement for any other CenturyLink-provided service(s); (b) the new service agreement has a total value equal to or greater than 115% of the remaining prorated value of the Service terminated(excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time; and (d) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

7. Charges and Billing.

7.1 Customer must pay CenturyLink all charges indicated on the pricing attachment by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a $15 MRC for each full paper invoice provided to Customer or a $2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

7.2 Customer must pay the charges for Service referenced in this Agreement. CenturyLink will protect a Service's MRC from any CenturyLink-initiated price increases during that Service's Service Term; provided, however any rate increases directed or mandated by a regulatory body with proper authority will increase the MRCs or NRCs pursuant to the applicable order.

7.3 Order Acceptance and Cancellation. CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

8. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other'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.

CenturyLink's consent may only be given by its Legal Department. 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 this Agreement.

9. Use of Name and Marks. Neither party will use the name or marks of the other party or 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. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

10. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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

11.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

11.2 Claims Related to Service. For Service-related claims by Customer, Customer's exclusive remedies are limited to the SLA.

11.3 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 personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

12. Miscellaneous.

12.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell Service.

12.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

12.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This 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.

12.4 ARRA. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans 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 this Agreement or in an amendment to this Agreement.

12.5 HIPAA. CenturyLink Communications, LLC 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).

12.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

12.7 Governing Law; Dispute Resolution.

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(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 this 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 this 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 this Agreement must be brought within two years after the claim arises.

12.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

12.9 Amendments; Changes. This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

12.10 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. All Customer notices for Service disconnect and termination must be sent via e mail to: CenturyLink, Attn.: 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. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. 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 14th St., #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.

12.11 Entire Agreement. This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

FOR CENTURYLINK INTERNAL USE ONLY FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS)
AQCB Quote No.
Date Concurred:

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

PRICING ATTACHMENT
STATE OF COLORADO

AQCB Contract Number insert the Sold number from AQCB
Billing Number insert Billing Number

Service expires 12 months from the start of service date as evidenced by CenturyLink records ("Service Term"). When Customer is renewing a Service Pricing Attachment with no Service changes, the start of a new Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service Pricing Attachment, the AQCB Contract Number needs to be completed.

Optical Wavelength Service Elements and Charges. Two circuit configuration options: (1) Point-to-Point with 2 Optical Channels and possible Transport Channel Mileage; and/or (2) CO Termination with 1 Optical Channel, 1 Central Office Termination and possible Transport Channel Mileage.

Service Ordered. Customer orders and QC will supply Service as priced below.

Circuit Type	**Service Element**	**Quantity (# of rate elements / miles)**	**Originating Location**	**Terminating Location**	**Design Type**	**60 Mo Element MRC***	**60 Mo Element Extended MRC**	**Total NRC Per Service Element**
10 Gigabit LAN-PHY	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	17	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$1,700.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

10 Gigabit LAN-PHY	Transport Mileage	13	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$1,670.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	14	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$150.00	$0.00
						Total Monthly:	**$1,680.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	15	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$1,620.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112	Unprotected	$765.00	$765.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

				(303/649)				
10 Gigabit LAN-PHY	Transport Mileage	6	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$1,590.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$1,620.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	0	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$0.00	$0.00
						Total Monthly:	**$1,530.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	14	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$1,670.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	6	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$1,590.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	6	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$1,590.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	5	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$1,580.00**	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	17	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$1,700.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	5	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$1,580.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	12	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$120.00	$0.00
						Total Monthly:	**$1,650.00**	$0.00

10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

10 Gigabit LAN-PHY	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$765.00	$765.00	$0.00
10 Gigabit LAN-PHY	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$1,620.00**	$0.00

MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing

100 Gbps Optical Wave "Core" Pricing Table:*

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location	Terminating Location	Design Type	60 Mo Element MRC*	60 Mo Element Extended MRC	Total NRC Per Service Element
100 GbE	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	17	690 Kipling, Lakewood, CO 80215 (303/232)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$3,970.00**	$0.00

100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

100 GbE	Transport Mileage	13	8100 E Lowry Blvd, Denver CO 80230 (303/340)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$130.00	$0.00
						Total Monthly:	**$3,930.00**	$0.00

100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	14	1525 Sherman St, Denver, CO 80203 (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$3,940.00**	$0.00

100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	15	2829 W Howard Place, Denver, CO 80204 (303/534)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$150.00	$0.00
						Total Monthly:	**$3,950.00**	$0.00

100 GbE	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

100 GbE	Transport Mileage	6	9180 Commerce Center Cir, Highlands Ranch (303/791)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$3,860.00**	$0.00

100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$3,890.00**	$0.00

100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	0	6900 S Peoria St, Centennial, CO 80112 (303/649)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$0.00	$0.00
						Total Monthly:	**$3,800.00**	$0.00

100 GbE	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

100 GbE	Optical Channel	1	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	14	1200 N Broadway St, Denver, CO (303/830)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	Unprotected	$10.00	$140.00	$0.00
						Total Monthly:	**$3,940.00**	$0.00

100 GbE	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	6	1313 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$3,860.00**	$0.00

100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	6	1525 Sherman St, Denver, CO 80203 (303/830)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$60.00	$0.00
						Total Monthly:	**$3,860.00**	$0.00

100 GbE	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

100 GbE	Transport Mileage	5	1200 Larimer St, Denver, CO (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$3,850.00**	$0.00

100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	17	6900 S Peoria St, Centennial, CO 80112 (303/649)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$170.00	$0.00
						Total Monthly:	**$3,970.00**	$0.00

100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	5	2829 W Howard Place, Denver, CO 80204 (303/534)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$50.00	$0.00
						Total Monthly:	**$3,850.00**	$0.00

100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

100 GbE	Transport Mileage	12	8100 E Lowry Blvd, Denver CO 80230 (303/340)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$120.00	$0.00
						Total Monthly:	**$3,920.00**	$0.00

100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Optical Channel	1	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$1,900.00	$1,900.00	$0.00
100 GbE	Transport Mileage	9	4300 Cherry Creek South Drive, Glendale 80246 (303/691)	690 Kipling, Lakewood, CO 80215 (303/232)	Unprotected	$10.00	$90.00	$0.00
						Total Monthly:	**$3,890.00**	$0.00

EXHIBIT A-5
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT
Intrastate

Future pricing for Intrastate Optical Wavelength:

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location	Terminating Location	Design Type	60 Mo Element MRC*	60 Mo Element Extended MRC*	Total NRC Per Service Element
10 Gigabit LAN-PHY	Optical Channel	1	TBD	TBD	Unprotected	$765.00	$765.00	$ -
10 Gigabit LAN-PHY	Optical Channel	1	TBD	TBD	Unprotected	$765.00	$765.00	$ -
10 Gigabit LAN-PHY	Transport Mileage	1	Qty TBD	Qty TBD	Unprotected	$10.00	TBD	$ -
						Total Monthly:	**TBD**	$ -

MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location	Terminating Location	Design Type	60 Mo Element MRC*	60 Mo Element Extended MRC*	Total NRC Per Service Element
100 GbE	Optical Channel	1	TBD	TBD	Unprotected	$1,900.00	$1,900.00	$ -
100 GbE	Optical Channel	1	TBD	TBD	Unprotected	$1,900.00	$1,900.00	$ -
100 GbE	Transport Mileage	1	Qty TBD	Qty TBD	Unprotected	$10.00	TBD	$ -
						Total Monthly:	**TBD**	$ -

MRC price is for those locations with on-net facilities. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

EXHIBIT A-6
CENTURYLINK METRO ETHERNET SERVICE EXHIBIT

This CenturyLink Metro Ethernet Service Agreement ("Agreement") between **STATE OF COLORADO** ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") is effective on the date of execution by CenturyLink ("Effective Date").

Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "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. For reference purposes, Service is subject to technical publication 77411 located at http://qwest.centurylink.com/techpub/ ("Tech Pub").

1. Scope.

1.1 Metro Ethernet Service ("Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the CenturyLink-designated physical interface between the CenturyLink-owned network and Customer's telecommunications equipment. Service is available over two designs: (a) Customer Premises, supporting transmission speeds as low as 1 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps and (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps. "SLA" means the service level agreement specific to the Service, as set forth in Exhibit B, attached hereto. . The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1.2 Any CenturyLink tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 Service provided herein is subject to network infrastructure availability and may require the expenditure of CenturyLink capital funds ("Funding") to provide Service to Customer. If a location requires Funding, CenturyLink will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of CenturyLink. In the event this Agreement is executed, and the required Funding is not approved, CenturyLink agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

1.4 Customer understands and agrees that CenturyLink supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable CenturyLink Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

1.5 "Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering CenturyLink's calculated costs for providing Service and it's expected rate of return when network infrastructure is not available to provide Service to Customer. CenturyLink may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of CenturyLink. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, CenturyLink will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible.

EXHIBIT A-6
CENTURYLINK METRO ETHERNET SERVICE EXHIBIT

2. Term.

2.1 This Agreement is effective on the date CenturyLink signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires 60 months from the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term"). The Service shall have a "Minimum Service Period" of 12 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

2.2 After the Initial Term, Customer will pay for Service at CenturyLink's then-current rates. CenturyLink will inform Customer of its then-current rates for Service upon written request.

3. Installation/Provisioning of Service.

3.1 CenturyLink will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

3.2 **Order Acceptance and Cancellation.** CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

3.3 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. CenturyLink will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Charges and Billing.

4.1 Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

4.2 The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service, specified on Exhibit 1, reflect the rates currently in effect in the Tariff. Service's MRC and NRC will be those in effect in the Tariff on the first date of installation of Service. CenturyLink will fix the MRCs during the Term so that CenturyLink will not pass through any CenturyLink initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: ☐ Yes ☒ No Promotion Expiration Date: _____
Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

EXHIBIT A-6
CENTURYLINK METRO ETHERNET SERVICE EXHIBIT

5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. Termination. Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

7. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other'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. CenturyLink's consent may only be given by its Legal Department. 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 this Agreement.

8. Use of Name and Marks. Neither party will use the name or marks of the other party or 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. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

9. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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

10.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER.

10.2 Claims Related to Service. For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

10.3 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 personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

11. Miscellaneous.

11.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

11.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

11.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This 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.

11.4 ARRA. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans 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 this Agreement or in an amendment to this Agreement.

11.5 HIPAA. CenturyLink Communications, LLC 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).

11.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally, during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

11.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(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 this 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 this 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 this Agreement must be brought within two years after the claim arises.

11.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

11.9 Amendments; Changes. This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

11.10 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. All Customer notices for Service disconnect and termination must be sent via e mail to: CenturyLink, Attn.: 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. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. 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 14th St., #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.

11.11 Entire Agreement. This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

FOR CQC INTERNAL USE ONLY FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE AQCB PROCESS IS NOT NECESSARY)
AQCB Quote No.
Date Concurred:

EXHIBIT A-6
CENTURYLINK METRO ETHERNET SERVICE EXHIBIT

STATE OF COLORADO

QC Metro Ethernet Intrastate Pricing Schedule

a)

Port	Bandwidth	MRC*	NRC
10/100 Mbps	3 Mbps	$185.00	$0.00
10/100 Mbps	5 Mbps	$195.00	$0.00
10/100 Mbps	7 Mbps	$200.00	$0.00
10/100 Mbps	10 Mbps	$215.00	$0.00
10/100 Mbps	20 Mbps	$275.00	$0.00
10/100 Mbps	30 Mbps	$300.00	$0.00
10/100 Mbps	40 Mbps	$325.00	$0.00
10/100 Mbps	50 Mbps	$345.00	$0.00
10/100 Mbps	60 Mbps	$355.00	$0.00
10/100 Mbps	70 Mbps	$375.00	$0.00
10/100 Mbps	80 Mbps	$390.00	$0.00
10/100 Mbps	90 Mbps	$400.00	$0.00
10/100 Mbps	100 Mbps	$435.00	$0.00

Port	Bandwidth	MRC*	NRC
1000 Mbps	100 Mbps	$435.00	$0.00
1000 Mbps	200 Mbps	$500.00	$0.00
1000 Mbps	300 Mbps	$550.00	$0.00
1000 Mbps	400 Mbps	$660.00	$0.00
1000 Mbps	500 Mbps	$750.00	$0.00
1000 Mbps	600 Mbps	$800.00	$0.00
1000 Mbps	700 Mbps	$860.00	$0.00
1000 Mbps	800 Mbps	$940.00	$0.00
1000 Mbps	900 Mbps	$1,075.00	$0.00
1000 Mbps	1G	$1,390.00	$0.00
10000 Mbps	2G	$2,000.00	$0.00
10000 Mbps	3G to 10G	ICB	$0.00

*MRC price is for those locations with on-net facilities only. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing.

b)

Optional QoS Charge		

EXHIBIT A-6
CENTURYLINK METRO ETHERNET SERVICE EXHIBIT

QMOE QoS	5Mbps	$28.00
QMOE QoS	10Mbps	$56.00
QMOE QoS	15Mbps	$84.00
QMOE QoS	20Mbps	$112.00
QMOE QoS	25Mbps	$140.00
QMOE QoS	30Mbps	$168.00
QMOE QoS	35Mbps	$196.00
QMOE QoS	40Mbps	$224.00
QMOE QoS	45Mbps	$252.00
QMOE QoS	50Mbps	$280.00
QMOE QoS	55Mbps	$308.00
QMOE QoS	60Mbps	$336.00
QMOE QoS	65Mbps	$364.00
QMOE QoS	70Mbps	$392.00
QMOE QoS	75Mbps	$420.00
QMOE QoS	80Mbps	$448.00
QMOE QoS	85Mbps	$476.00
QMOE QoS	90Mbps	$504.00
QMOE QoS	95Mbps	$532.00
QMOE QoS	100Mbps	$560.00

*MRC price is for those locations with on-net facilities only. If special construction or other unforeseen costs arise, Lumen will work with the State on ICB pricing

Lumen will provide additional 200Mbps Services at each location below to support Intra to Interstate communications

Service Offering (Interstate & Intrastate)	Bandwidth	Address	Monthly Recurring Cost	Installation
QC MOE 1000 Mbps	200 Mbps	690 Kipling St	$0.00	Waived
QC MOE 1000 Mbps	200 Mbps	12500 E Arapahoe Rd	$0.00	Waived
QC MOE 1000 Mbps	200 Mbps	1250 Academy Park Loop	$0.00	Waived
QC MOE 1000 Mbps	200 Mbps	1525 Sherman St	$0.00	Waived

*For any services over 200 Mbps charges in section (a) of this pricing schedule will apply.

EXHIBIT A-7
RENTAL CUSTOMER PREMISE EQUIPMENT SERVICE EXHIBIT

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

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

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

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

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

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

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

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

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

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

EXHIBIT A-7
RENTAL CUSTOMER PREMISE EQUIPMENT 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. 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.

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

11. Other Terms.

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

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

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

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

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

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

EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE EXHIBIT

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

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

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

1.2 Access to Emergency Response Services. *911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") where the Service fails or degrades for any reason, such as failures resulting from power outages and CPE failure (e.g., Internet connectivity). Customers with CPE capable of supporting 911 emergency services will be responsible for separately coordinating with their network or premise-based solution service provider for acquisition and support of 911 emergency services.*

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

2. Lumen CPE Products and Services.

2.1 Purchase. Customer may purchase Products and Services by executing an Order to Lumen. "Order" means either (a) a written document issued by Customer for the procurement of Products and Services from Lumen; or (b) a Lumen quote or service order signed by Customer. The Order must include, as applicable, the (a) part numbers, (b) quantities, (c) descriptions, (d) manufacturer system identifiers and/or serial numbers, (e) maintenance prices, and (f) Maintenance Term. Customer's purchase of Products and Services is subject to and controlled by the CPE Service Guide. Customer will comply with the terms and conditions set forth in the CPE Service Guide, as set forth in Attachment 1 to Exhibit A-8 of this Contract, attached hereto . By executing an Order with Lumen, Customer warrants that Customer has read and agrees to the terms and conditions of the CPE Service Guide. Lumen reserves the right to amend the CPE Service Guide at any time. Customer's continued use of Products and Services constitutes acceptance of those changes. If an Order issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Schedule or the CPE Service Guide in any way whatsoever, notwithstanding any provisions in an Order to the contrary. Any Order must (a) reference and incorporate this Service Schedule, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the CPE Service Guide.

2.2 Lease Option. Customer may lease certain Products and Services pursuant to a separate lease agreement with a third-party lease provider or with Lumen (the "Lessor"). Lumen will provide the Product to Customer and receive full payment for the Product from the Lessor. If Customer fails to comply with the Lease, including without limitation, any requirements for final acceptance of the Product, which results in the Lessor's refusal to pay Lumen in full for the Product, Customer agrees to pay Lumen in full for the Product. Until Lumen is paid in full for the Product, Customer will at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind. "Lease" means a separate agreement with a third-party lease provider or with Lumen used to finance Product.

3. Customer Responsibilities.

EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE EXHIBIT

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

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

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

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

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

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

4. Definitions.

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

EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE EXHIBIT

"Products" means CPE and Software offerings from Lumen.

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

ATTACHMENT 1 TO EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE GUIDE
Lumen Service Guide

Customer Premise Equipment ("CPE")

1. CPE

1.1 Service Description
Lumen provides customer premise equipment ("CPE") hardware and software manufactured by ADTRAN, Avaya, AVST, CheckPOINT, Ciena, Cisco, HP, Juniper Networks, Meraki, Mitel Networks Corporation, Polycom and other Lumen approved vendors ("Products"). All sales are final, except as provided by Product manufacturer. Products may be referred to as "Materials" in certain ordering, quoting, and invoicing documents. Lumen only permits the return of Products in accordance with the Lumen RMA Policies.

1.2 Software
Software will be licensed or sublicensed to Customer according to the licensing agreement accompanying such software. If the software is not accompanied by a license, Lumen grants personal, nonexclusive, limited sublicense to Customer to use copies of the software in object code form only. The license is effective upon shipment and extends only to Customer's own use of such software and only on or with the designated Product. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor.

1.3 Title, Invoicing and Security Interest
Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by Lumen, its agents or subcontractors. Lumen will invoice Customer for such Product upon delivery confirmation. Until Customer pays Lumen in full for any Product, Customer (a) grants to Lumen a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes Lumen to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to Lumen.

1.4 Manufacturer EULA and Other Terms and Conditions
Products purchased by Customer are subject to certain manufacturer terms and conditions, including, but not limited to, the applicable end user license or agreement ("EULA") identified below. EULAs for certain Products may be viewed at the below URLs or successor URL as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable manufacturer terms and conditions located on manufacturer's website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable terms and conditions from the manufacturer.

- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_search?query=eula
- Audiocodes: https://www.audiocodes.com/services-support/maintenance-and-support
- Avaya: https://support.avaya.com/helpcenter/getGenericDetails
- CheckPoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Ciena: https://media.ciena.com/documents/EULA.pdf
- Cisco: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html
- Cradlepoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Dell-EMC: https://www.delltechnologies.com/en-us/converged-infrastructure/legal-terms/index.htm
- Eaton: https://www.eaton.com/us/en-us/company/policies-and-statements/terms-and-conditions.html
- HP: https://www.hpe.com/us/en/software/licensing.html
- Juniper: https://support.juniper.net/support/eula/
- Mitel: https://www.mitel.com/legal
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

1.5 Manufacturer Warranty
Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable warranty terms and conditions located on manufacturer's website, provided that Lumen has the right to pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable warranty terms and conditions from the manufacturer.

- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty

- Audiocodes: https://www.audiocodes.com/services-support/maintenance-and-support
- Avaya: https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043
- CheckPoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Ciena: https://my.ciena.com/CienaPortal/s/globalsearch/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsource=[Technical%20Publications
- Cisco: https://www.cisco.com/c/en/us/products/warranty-listing.html
- Cradlepoint: https://cradlepoint.com/about-us/terms-of-service/msp-addendum/
- Dell-EMC: https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm
- Eaton: https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html
- HP: https://support.hpe.com/hpesc/public/home
- Juniper: https://support.juniper.net/support/warranty/
- Mitel: https://www.mitel.com/legal/products-warranty-and-limitation-liability
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.

1.6 Warranty Claim Support
Lumen will provide warranty claim support to replace defective hardware during the manufacturer's warranty period for Products, as defined within this CPE Section of the SG, only when such Products are purchased through Lumen. All other CPE, even if purchased from Lumen, are excluded from Lumen warranty claim support and warranty implementation is the sole responsibility of Customer. Warranty claim support for software media replacement is limited to replacement of CD, tapes and other media prior to Acceptance of the Product.

All Customer warranty claims will be supported through the RMA processes. All warranty coverage periods start on the date the Product is shipped from the manufacturer unless manufacturer warranty card included with Product states otherwise. Lumen will provide at nocharge to Customer, manufacturer warranty claim support for 90 days after the equipment is shipped from the manufacturer. After that period, a $250.00 charge per case/trouble ticket will apply. This charge excludes labor associated with trouble isolation if such assistance is required or requested. Warranty claim support is provided at the discretion of Lumen and is subject to change without notice. UNDER
NO CIRCUMSTANCE WILL LUMEN'S SUPPORT OF ANY CUSTOMER WARRANTY CLAIM EXCEED THE SUPPORT, POLICIES, OR PROCESSES EXTENDED TO LUMEN BY PRODUCT MANUFACTURER. "Center" means the Lumen Customer Service Center
(Center) reachable at **800-227-2218**.

1.7 Warranty Parts
Defective warranty parts are replaced either by: (a) Return and Repair Service; or (b) Return and Replace Service. Repaired Product should be returned to Customer within 30 days, but Lumen makes no guarantee. Replacement parts are covered for the remaining period of the warranty for the product. Lumen owns all defective parts returned in exchange for AR except those Lumen chooses to return to Customer. Customer should assume Lumen holds no replacement parts for warranty claims. "Return and Repair Service" means Customer will return Product to Lumen and Product manufacturer will repair Customer's defective Product. "Return and Replace Service" means Customer will return Product to Lumen and Product manufacturer will replace Product with the same or similar Product that is functionally equivalent in terms of features, function, fit and compatibility.

1.8 Return Material Authorization ("RMA") Policies.

Product Return Material Authorization Policy. RMA is limited to Product with warranty or maintenance coverage. RMA only supports like-for-like replacement of Product. "Return Material Authorization" or "RMA" means manufacturer or Lumen authorization to return
Product. LUMEN WILL NOT ACCEPT THE RETURN OF ANY PRODUCT WITHOUT PRIOR APPROVAL FROM PRODUCT MANUFACTURER. Manufacturer may assess fees or charges associated with RMA. Product returns are subject to one of the following two RMA policies. Customer must call the Center for assistance with a Product return and issuance of the RMA number.

- **Pre-Acceptance Product Return.** Return is conditioned upon: (i) the Product being returned in its original box, (ii) Product has not been opened or installed, (iii) box does not have writing on it, (iv) the factory seal has not been broken and (v) manufacturer's agreement to accept return of the Product. Product must be returned using the issued RMA number and shipped to location specified in RMA. Product must be received by Lumen within 10 business days of the RMA Creation Date. If Product is not received by Lumen within 10 business days of the RMA Creation Date, Lumen reserves the right to bill Customer for any Advance Replacement Product provided to Customer. "Advance Replacement" or "AR" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. "RMA Creation Date" means the day that Lumen provides the RMA number to Customer.

- **Post Acceptance Product Return for Warranty Replacement.** Lumen provides warranty claim support only for Products purchased through Lumen. Defective Product must be received by Lumen within 10 business days of the RMA Creation Date. Product must be returned using the issued RMA number. Customer is responsible for all return shipping costs. Lumen reserves the right to cancel RMA request if defective Product is not received by Lumen within 10 business days of the RMA Creation Date. Lumen will not provide warranty claim support if Lumen has not received payment for Product within 90 days of Acceptance.
- **Restocking Fees.** Requests for RMA are subject to a fee of 25% of Product price paid by Customer, except as waived solely within Lumen's discretion for Product returns concerning Bundle services and manufacturer errors. Customer is responsible for any damage to the Product while in Customer's possession and during return shipment to Lumen.

1.9 Miscellaneous

- **Advance Replacement ("AR") Charges.** If manufacturer of Product offers an AR service and Customer requests AR for defective Product, Lumen will facilitate the AR and charge Customer $500.00 per AR. AR utilizes Lumen RMA processes. An Order Form must be authorized to cover $500.00 AR charge and cost of replacement Product. Customer is also responsible for all services charged by the Product manufacturer for AR service. Lumen provides no warranty on manufacturer AR services. Customer will only be charged for replacement Product if Customer fails to return Product as outlined in RMA Policies.
- **Expedites.** If Customer requests an expedited delivery of Product, and Lumen can and chooses to comply with the request, the following charges will apply: (a) a $500.00 expedite request charge; (b) a $50.00 per expedited item charge; and (iii) all shipping charges.
- **Export.** Customer will not export Products. Lumen is prohibited by its Product manufacturers from selling Products that will be exported.
- **Trade-In.** If Customer trades in any Product through Lumen under any manufacturer terms, Customer will indemnify and hold Lumen harmless from any liabilities, including charges imposed on Lumen, arising from Customer's failure to comply with the manufacturer's terms.
- **Misuse.** Lumen may provide information relative to Product operation and features, and recommendations for protecting Product against fraud, malice, and unauthorized access, however, Customer is solely responsible for the security of its own Product. Lumen and its affiliates and subcontractors are not responsible for damages relating to unauthorized access, fraud, or other misuse of Customer's Product.

2. CPEaaS

2.1 Service Description

CPE as a Service ("CPEaaS") is a service where Products and Services are offered to Customer monthly for the Service Term identified in the Order Form. CPEaaS includes implementation, unless otherwise stated in the Order Form, maintenance and use of the Products. Except as set forth in this CPEaaS Section, the Products and Services are subject to and controlled by the other applicable sections of this Service Guide. As defined within this CPEaaS Section of the SG, "Products" means CPE and software offerings from Lumen, and "Services" means offerings from Lumen that (a) install, maintain or manage the Products; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services. Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Acceptance of CPEaaS occurs (a) upon delivery of the Products where Customer purchases only Products and Installation or (b) upon installation where Customer purchases Products, Installation and Maintenance Services.

2.2 Delivery

Products will be delivered to the Customer's location(s) identified by Customer to Lumen. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen.

2.3 Ownership and Use

Except as provided in the Product Purchase subsection below, Product is the personal property of Lumen, even if the Product, or any part of the Product, is affixed or attached to Customer's real property or any improvements on Customer's real property. Customer has no right or interest to the Product other than as provided within this CPEaaS Section and will hold the Product subject and subordinate to the rights of Lumen. Customer will: (a) at its own expense, keep the Product 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 Product, except as approved by Lumen in writing. Customer will not remove, alter or destroy any labels on the Product and will allow Lumen the inspection of the Product at any time.

2.4 Loss; Replacement of Damaged Product

ATTACHMENT 1 TO EXHIBIT A-8
CUSTOMER PREMISE EQUIPMENT ("CPE") SERVICE GUIDE

As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the Product following delivery from any cause whatsoever (collectively, "Loss"). Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer will advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due. Where Product is replaced due to Loss or damage not covered by maintenance under the applicable section of this Service Guide, Customer will pay: (a) the full replacement value of the damaged Product, and (b) a one-time charge to cover Lumen's cost to ship the new Product. If Customer requires on-site assistance from Lumen to install the replacement Product, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Guide will continue to apply. Replacement Product may or may not be the same model.

2.5 Product Purchase; Ongoing Maintenance

Upon termination or expiration of the Service Term, Customer will purchase Product outright for $1.00 on an "as-is and where-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 Lumen provided CPE is transferrable to Customer. Upon invoicing, title for the Purchased Product immediately transfers to Customer. Customer will become owner of the Purchased Product and bear all responsibility for the Purchased Product, and, as such, agrees to release Lumen from all and any liability relating in any way to the Purchased Product. Upon Customer's ownership of the Purchased Product, Lumen 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 Product and also becomes responsible for proper disposal of the Purchased Product.

2.6 Insurance

Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Product until the Product is purchased, the following insurance: (a) "All-Risk" property insurance covering the Product for the full replacement value, naming Lumen or a third party provider designated by Lumen as a loss payee; and (b) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate and naming Lumen as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to Lumen insurance certificates evidencing such insurance.

3. Lumen Portable WiFi

3.1 Service Description

Lumen Portable WiFi supplies Customer with (a) one (1) Cradlepoint LTE router, (b) a powerpack with power supply, (c) a Viewport, to allow for viewing of the Cradlepoint router lights, (d) a power plug, and (e) an RJ45 bulkhead assembly contained within a portable rugged case ("Unit"). Lumen will also provide installation of up to two (2) SIM cards and configuration of the Cradlepoint router, as well as assembly of each Unit. SIMs and WiFi data plans must be purchased separately. Terms and conditions set forth in Sections 1.2-1.9 above are applicable for Portable WiFi.

Portable WiFi includes Lumen-provided support for the first thirty (30) days following Acceptance to assist Customer upon receipt of assembled Units. This support includes review and troubleshoot of Cradlepoint settings and limited Customer network settings. Support will be by phone Monday through Friday, 8:00am to 5:00pm MST. Support calls will be limited to ninety (90) minutes of support per Unit. Additional support must be purchased separately.

4. Customer Responsibilities

- Customer acknowledges that Unit assembly time may vary due to factors including, but not limited to, source of materials, staging time, order size and volume, and Customer requirements.
- Customer will provide Cradlepoint configurations a minimum of three (3) weeks prior to the first assembly.
- Customer agrees that Lumen will not be charged for any cellular charges to provide consulting and testing.

5. Lumen Responsibilities

- Some configurations may require connection to the Customer's network. If required, Lumen will provide pricing to set up the connections using a VPN in the Order for the project.
- Lumen will work with the Customer to determine the delivery method of the completed Units to the Customer central location. Delivery costs are not included in the Customer Order.
- Lumen telephone support will meet industry standard support efforts relative to the issues presented by Customer.

6. Installation Services

6.1. Service Description

Lumen will provide certain installation services for Products that Customer purchased from Lumen through the Product manufacturer as defined by the Product manufacturer ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its discretion. Products includes all Products subject to the CPE and CPEaaS Sections of this Service Guide. **b. Coordination and Customer Requirements Validation**

As applicable,

- Lumen will coordinate the implementation of Products between Customer and Lumen, and other third parties as required and will manage deadlines and milestones.
- Lumen will gather from Customer's designated contacts the applicable technical, design requirements and site information, such as:
  - o Floor plan & phone set layout
  - o LAN/WAN IP information and network architecture details o Router configuration data o Switch configuration data
  - o Phone set / station assignments and features o Voice configuration parameters
  - o Circuit/network/telco order and network infrastructure connectivity and system configuration information o Application information required for purchased applications
  - o Call Manager design (i.e., Call Admission Control, Dial plan requirements and Redundancy) o Directory access and integration o Quality of Service ("QoS") details
  - o Network service provider capabilities and SLA
  - o Any additional features of the Product that may be required or requested by Customer
- Lumen will perform feature, functional and architecture analysis from data gathered.
- Lumen will compare functional requirements with the available features/functionality of the Product to any solution that may exist in Customer's environment.
- Lumen will create and verify equipment configuration.
- Lumen will identify and present feature/functionality and/or design gaps to Customer to ensure acceptance of deviations from requirements. Document gaps for risk assessment documentation. Lumen and Customer will determine whether a gap can be removed by pointing out similar functionality with existing features. Discuss and document feature/functionality and/or design alternatives and ensure that Customer understands implications of each alternative.
- Lumen will assign a technician to configure, stage, and test the equipment.
- Schedule a technician and/or Senior Design Engineer to gather station information, program features and station information, and to train Customer personnel.
- Lumen will assist in testing the equipment and the associated networks and purchased applications (per the Lumen Purchase Order), to ensure proper operation.

7. On-Site Deployment

If Services are deployed to Customer's site to install Products, the following applies:

- Access to Installation Site o Customer will provide access at the installation address(s) during regular business hours from: 8:00 AM to 5:00 PM local time Monday through Friday, plus after-hours access at any pre-arranged dates/times.
  - o Customer will provide any security personnel, codes, badges or other access methodology required for staging, installation, and training.
- Services include, as applicable:
  - o Staging
    - ✦ Assembly of base equipment, both hardware and software
    - ✦ Configuration of base equipment
    - ✦ Functionality and purchased application testing
    - ✦ Unboxing, assembly, and distribution of phone sets
    - ✦ *Note: Customer responsible for disposition of empty boxes & any replaced equipment.*
  - o Unpack and inventory equipment, reporting any damaged hardware or partial shipment o Mount and connect the chassis equipment o Program Customer stations and quoted features o Power-up & diagnostics o Attach cables o Test connectivity
  - o As may be required, schedule and perform telco cut-over
  - o Place and connect phones o Provide a phone quick reference guide (one per Customer phone) o Provide phone tutorial CD and administrator's guide reference online link o *Note: Customer is responsible for moving office furniture and other obstructions*
- Except as otherwise provided in an Order Form, Services **<u>will not</u>** include the following:

- Additional wiring or cabling; supply, assembly, installation or maintenance of racks, shelves, or any other physical structure to which the equipment is to be mounted; ancillary materials such as power/extension cords, rack/wall mount bolts/screws, wires, cables, connectors.
- Troubleshooting or installing the wiring, extending wiring and/or cabling, to include telco demarcation points.
- Providing, installing, verifying (tone & tag), or labeling of Customer phone wiring. o Supply and / or assembly of racks, shelves or tables which are not included in the Lumen Bill of Materials. o Accessing or troubleshooting ***third party*** hardware, software, or network and circuits o Optimizing or troubleshooting Customer applications not listed in the Lumen Bill of Materials. o Installation or configuration changes that are results of site additions, deletions, re-locations or changes in Customer's network strategy or design requirements that deviate from the agreed upon site listing
- Software upgrades, with the exception of upgrades designed to address a circuit affecting issue on the equipment being installed.
- Installation or maintenance of "soft" computer software phones. o Moving of office furniture for the installation of Customer phones or access to panels. o Configuring or installing additional Customer hardware o Configuring third party or pre-existing servers.
- If the Service requires **Customer-provided** servers, Customer is responsible for ensuring that those servers meet manufacturer and/or software-provided specifications for hardware and software. Failure of test & turn-up of desired server applications due to missing the specifications will result in any extra time or trips being billed at standard time and material rates.
- Customer is responsible for conduit, cable trays, wire raceways, and power configurations, as required by state and/or local electrical regulations or fire codes, as well as manufacturer specifications.

8. Potential Additional Charges for Installation Services

The installation date may be in jeopardy, with additional charges incurred to Customer, if Lumen or its subcontractors are delayed due to lack of needed Customer information, inaccurate or incomplete information provided, or lack of site readiness. Lumen reserves the right to invoice for all labor services and equipment provided if work is stopped, delayed, or rescheduled for more than 30 days, due to a request by Customer, or as a result of Customer's failure to meet the responsibilities outlined in this Service Guide or appliable Order Form, or for any other reason beyond Lumen's control. Additional potential charges might include:

- Expedite Fee: Fixed rate surcharge to schedule the installation before the next nominally available date. Customer may request that the installation process be accelerated. The fee helps to offset the additional costs of special processing and rush shipment of the equipment to the site. Lumen will grant an expedite request and incur the fee only if the service and equipment are available.
- Time and Materials (T&M): Hourly rate for services performed beyond those covered by the Order Form, and for those instances where Customer or other parties (i.e. beyond Lumen's control) delay Lumen's progress and / or completion of the Service. At Customer's request, Lumen can arrange for onsite or remote services (T&M) in addition to the tasks covered in this Service Guide or appliable Order Form.
- Site Not Ready (SNR), Rescheduling, or Cancellation: Fees to cover costs of canceling or rescheduling the Service, assessed on a per site basis. Lumen will waive these fees if five business days' notice is given.
- After-hours: additional compensation for services performed outside normal business hours – normal business hours is defined as Monday through Friday (exclusive of Holidays), 8am thru 5pm, local site time. At Customer's request, Lumen can arrange for services and support on weekdays after normal hours, or on Saturdays, Sundays, or Holidays.

9. Lumen Provided Maintenance Services

9. 1 General Service Components

Except as otherwise provided, the following service components apply to all maintenance and support services in this section ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents.

- **Safety Compliance:** Lumen and Customer will adhere to all Safety Regulations. Lumen will not work in any area where a Hazardous Substance is present. Lumen may work in an area containing non-friable asbestos if Lumen determines, in its sole judgment, that the work will not disturb or cause the asbestos to become friable. Customer is responsible for informing Lumen of the existence, location and condition of any Hazardous Substances that may be in or around the Lumen work area. Customer will indemnify and hold Lumen harmless from any fines or other liabilities of Lumen arising from Customer's failure to inform Lumen of Hazardous Substances. Additionally, Lumen may suspend work from the time it reasonably identifies areas where Hazardous Substances may be present until the work area is in compliance with all Safety Regulations. Any such suspension is not a default of the Agreement, and any delays from the suspension may result in a similar delay in work completion, without penalty to Lumen. If the parties cannot agree whether Lumen's work can be performed through completion without a violation of Safety Regulations, or cannot agree to payment of added costs, if any, either party may terminate the Agreement without penalty. Such termination will not affect Customer's obligation to pay for Service provided by Lumen prior to the effective date of termination. "Hazardous Substance" means a substance regulated by any Safety Regulation and includes, but is not limited to, asbestos. "Safety Regulations" means all applicable health, safety and environmental laws, rules and regulations, including but not limited to Occupational Safety and Health Administration's and the Environmental Protection Agency's rules and regulations.

- **Trouble Reports:** Customer will report problems with the Covered Product to Center and Lumen will follow then-current methods and procedures to resolve the trouble report. Lumen will work each reported problem as applicable to the particular Lumen Provided Maintenance Service purchased by Customer. For Centurion Maintenance Services, Lumen will work each reported problem based on priority. For each trouble report opened for Promet Maintenance Services and Non-Standard Part Maintenance Services, Lumen will measure Engagement and Response times. "Engagement" means the period of time between when Lumen receives a trouble report from Customer and when the Center confirms with Customer both technician assignment and entitlement to support. "Center" means either the Lumen Customer Service Center reachable at (a) **800-2272218 opt 2, 2** for Lumen Data Networks CPE Support (Adtran, Cisco, Juniper, etc) and Cisco CallManager Solutions or (b) **800421-2271** for Voice CPE Support (Avaya, Cisco, Mitel, etc) and video solutions.
- **Performance of Services:** Lumen will provide certain activities for the Services during Covered Hours. "Covered Hours" means (a) for ProMet Maintenance 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding Lumen-observed holidays; or (b) for Centurion maintenance, 24 hours per day, 7 days per week, including Lumen observed holidays. "Local Time" means the time zone in which Covered Product is located.
- **MD, EOS and EOL Covered Products.** Lumen will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. Service excludes MD, EOS and EOL equipment or software from maintenance coverage. Acceptance of an Order Form for Service does not bind Lumen to the maintenance of MD, EOS or EOL equipment or software. "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer. "Manufacturer Discontinued" or "MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software. This

  "MD, EOS and EOL Covered Products" subsection only applies to Centurion Maintenance Services and Promet Maintenance Services.
- **Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause Lumen to incur an immediate cost to resolve. Lumen reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.
- **Problem Isolation Billing; Service Exclusions.** In the event Lumen spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product or Non-Standard Product, or (b) associated with Service exclusions, Customer will pay Lumen for such effort at then-current time and material rates. Service exclusions include:
  - CPE hardware not listed on the Order Form o CPE software not listed on the Order Form unless embedded in the Covered Product o Covered Products missing serial numbers or other identification required by the manufacturer. o Problems caused by integration with non-Lumen provided hardware or software o Problems associated with Operating Systems not provided by Lumen o Covered Product failure due to manufacturer excluded causes such as accident, abuse or misuse o Covered Product failure due to non-compliance of electrical or environmental requirements o Covered Product usage not in accordance to manufacturer specification o Failure of Customer to follow proper operating procedures o Servicing not authorized by Lumen o Upgrades of software
  - If providing On-Site service, any on-site support requested by Customer (for Promet Maintenance Service only)
- **Voice over Internet Protocol (VoIP) Quality Exclusion.** Lumen may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, Lumen makes no warranty on the quality of voice/video transmissions over private or public IP network in this Detailed Description. Further, Lumen does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates. "Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

9.2 Centurion Maintenance Services ("Services")

The following provisions apply to Centurion Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Covered Product" means CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen's standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options: o Centurion On-Site Maintenance Service: Services will be provided on Customer's site.

o Centurion Remote Maintenance Service: Services will be provided remotely.

- **System Integrity:** To receive Services from Lumen, Customer agrees to maintain System Integrity. Lumen reserves the right to deny Services if Customer fails to maintain System Integrity, including but not limited to adding hardware and software not provided by Lumen. Lumen may request Customer to provide documentation demonstrating System Integrity. "System Integrity" means: (a) Lumen is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other Lumen maintenance services.
- **Lumen Responsibilities:** Lumen will perform the below tasks.

10. Centurion Remote Maintenance Service

- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays ▪ Perform trouble isolation during Covered Hours.
- ✦ If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product during Covered Hours (a) for standard maintenance the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours; or for Mitel etc. by the next business day provided such determination was made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. "Advance Replacement Product" or "AR Product" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided in the following services only Centurion Remote Maintenance.
- ✦ Lumen will make a reasonable effort to deliver all required replacement parts to Customer's site. o **Centurion On-Site Maintenance Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
- ✦ Perform trouble isolation during Covered Hours
- ✦ If Lumen and Customer determine an on-site Response is required, Lumen will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours, or for Mitel etc. by the next business day provided such determination was made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. "Response" means the period of time between (a) when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed;
  and (b) when Lumen technician arrives at the site of the Covered Product. "Response with AR Product" means the period of time between when Lumen and Customer determine a Field Replaceable Unit is identified for replacement and when AR Product is delivered to Customer site. "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility. "Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.
- ✦ Lumen will make a reasonable effort to arrive at Customer's site with all required replacement parts.

- **Customer Responsibilities:** Customer will perform the below tasks. o Provide information to assist Lumen in determining Service entitlement o Provide serial numbers and specific location of the Covered Product
  - o Assist Lumen in accessing the Covered Product remotely either by modem or Internet o Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form o Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen o Perform due diligence to protect the Covered Product from abuse and misuse
- **Ticketing Response Priorities:**
  - o **Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by Lumen to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of Priority 1 events are:
  - ✦ Total network element outage
  - ✦ Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
  - ✦ Total loss of the ability of the system to provide any required critical major alarms o **Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of Priority 2 events are:
  - ✦ A reduction in capacity or traffic handling capability such that expected loads cannot be handled
  - ✦ Failure resulting in dynamic routing, switching capability or transport loss
  - ✦ System restarts, whether or not the system has recovered or not, and where root cause has not been defined o **Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of Priority 3 events are: o Traffic impacting system restarts o Disruption of billing or accounting capability
  - o **Priority Level 4 – Customer Inquiry:** These are issues that require Lumen technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.

- **Defective Product Return.** Customer must return defective Covered Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Covered Product plus $300.00 service charge.
- **Service Level Objectives (SLO).** If Service includes SLO, Lumen will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device ("RAD") at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged $500, unless otherwise agreed to by Lumen and Customer.
- **Non-Standard Products**. Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer's Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of NonStandard Products is further defined in the Detailed Description for Non-Standard Part Support Service. "Non-Standard Part" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

10.1 Promet Maintenance Services ("Services")

The following provisions apply to Promet Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product and the Non-Standard Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Covered Product" means CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen's standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options:
  o Promet Remote Standard Service o Promet Remote Premium Service o Promet On-Site Standard Service o Promet On-Site Premium Service
- **Lumen Responsibilities:** Lumen will perform the below tasks.

11. o **Promet Remote Standard Service**

- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays ▪ Perform trouble isolation during Covered Hours.
- ✦ If Lumen and Customer determine before 3:00 PM that an AR Product is required, Lumen will deliver AR Product the next business day. "Advance Replacement Product" or "AR" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service. o **Promet Remote Premium Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service. o **Promet On-Site Standard Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays ▪ Perform trouble isolation during Covered Hours.
- ✦ If Lumen and Customer determine before 3:00 PM that an on-site Response is required, Lumen will respond on-site the next business day. "Response" means the period of time between (a) when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when Lumen technician arrives at the site of the Covered Product or Non-Standard Product. "Field Replaceable Unit" means a circuit board, part, or assembly that can be

quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

- ✦ Lumen will make reasonable effort to arrive at Customer's site with all required replacement parts. o **Promet On-Site Premium Service**
- ✦ Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
- ✦ If Lumen and Customer determine an on-site Response is required, Lumen will respond within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution
- ✦ Lumen will make reasonable effort to arrive at Customer's site with all required replacement parts.

- **Customer Responsibilities:** Customer will perform the below tasks. o Provide information to assist Lumen in determining Service entitlement o Provide serial numbers and specific location of the Covered Product
  o Assist Lumen in accessing the Covered Product remotely either by modem or Internet o
  Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form o
  Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen o
  Perform due diligence to protect the Covered Product from abuse and misuse
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device ("RAD") at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged $500, unless otherwise agreed to by Lumen and Customer.
- **Preventative Maintenance**. Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. Lumen will provide preventative maintenance information and or guidelines per manufacturer requirements.
- **Defective Product Return.** Customer must return defective Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Product plus $300.00 service charge.
- **Service Level Agreements (SLA).** If Service includes SLA, Lumen will credit Customer in the event Lumen fails to complete Engagement within one hour during Covered Hours after Customer initiation of a trouble report or complete Response on the next business day after determination by Customer and the Center that such Response is required. This SLA credit is limited to one month's Service charge of the Covered Product. Under no circumstances will Lumen be required to credit Customer in any one calendar month for charges greater than the monthly charges for affected Service. An SLA credit will be applied only to the month in which the event giving rise to the credit occurred. This SLA credit only applies if all the following conditions are true: (a) Customer has fulfilled all Customer responsibilities in this Detailed Description, (b) Customer has granted Lumen always available remote access to the Covered Product, (c) the Covered Product is located in zone one of Lumen's Guide, and (d) the reported trouble has a material impact to Customer. Lumen must receive a written request for SLA credit from Customer under this section within 10 days of Lumen's failure to meet SLA. Customer waives SLA credit if Customer fails to provide Lumen written request within 10 day period. SLA are provided for all Promet Maintenance Services.
- **Non-Standard Products**. Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer's Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of NonStandard Products is further defined in the Non-Standard Part Maintenance section below. "Non-Standard Part" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran,Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

11.1 Non-Standard Part Support Service ("Services")

- **Service Description:** Lumen will provide maintenance services for Non-Standard Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Non-Standard Product" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Kentrox, Nokia, Nortel, Polycom, and Tasman Networks, or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work.
- **EOS and EOL Products.** This Detailed Description provides for the maintenance of EOS Products. Lumen will make an annual review of Customer's CPE to identify EOS and EOL equipment and software. Lumen will not provide Service for EOL

equipment or software. Acceptance of an Order Form for Service does not bind Lumen to maintenance of EOL equipment or software.
"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer.

- **Lumen Responsibilities:** Lumen will perform the below tasks.
  - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays. o Perform trouble isolation during Covered Hours. o Respond on-site the next business day if Lumen and Customer determine an on-site Response is required. "Response" means the period of time between when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem or a Field Replaceable Unit is identified for replacement and when Lumen technician arrives at the site of the Non-Standard Part Product. "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.
- **Customer Responsibilities:** Customer will perform the below tasks. o Provide information to assist Lumen in determining Service entitlement o Provide serial numbers and specific location of the Non-Standard Part Product
  - Assist Lumen in accessing the Non-Standard Part Product remotely either by modem or Internet o Provide 30-day notice to Lumen of any changes to the Non-Standard Part Product listed on the Order Form o Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen o Perform due diligence to protect the Non-Standard Part Product from abuse and misuse o Comply with all manufacturer environmental requirements
- **Preventative Maintenance.** Manufacturer of the Non-Standard Part Product may provide guidance on methods and procedures that must be completed to protect warranties and/or extend the useful life of the Non-Standard Part Product. Lumen will provide preventative maintenance per manufacturer requirements.

12 Manufacturer Provided Maintenance

12. 1 Service Description

Lumen will provide Lumen maintenance services to Customer through the Product manufacturer as defined by Product manufacturer ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with the Service in accordance with terms applicable to the manufacturer's standard product and service offerings. Service description terms of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable terms and conditions located on manufacturer's website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: http://www.avaya.com/usa/services/category-support-services?view=offers
- Adtran: https://portal.adtran.com/web/url/procare
- CheckPoint: https://www.checkpoint.com/support-services/support-plans/
- Ciena: https://my.ciena.com/CienaPortal/s/documentation
- Cisco: https://www.cisco.com/c/en/us/about/legal/service-descriptions.html
- Cradlepoint: https://cradlepoint.com/about-us/terms-of-service/
- Dell-EMC: https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm
- Eaton: https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html
- HP: https://support.hpe.com/hpesc/public/home
- Juniper: https://www.juniper.net/us/en/services/maintenance-services/
- Mitel: https://www.mitel.com/services/connect-services/mivoice-connect-manage
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/networks/services/maintenance-services/
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

13. Manufacturer Warranties

Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable warranty terms and conditions located on manufacturer's website, provided that Lumen has the right to pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043
- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty
- CheckPoint: https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/
- Ciena: https://my.ciena.com/CienaPortal/s/globalsearch/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsource=[Technical%20Publications
- Cisco: https://www.cisco.com/c/en/us/products/warranty-listing.html
- Cradlepoint: https://cradlepoint.com/about-us/terms-of-service/msp-addendum/
- Dell-EMC: https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm
- Eaton: https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html
- HP: https://support.hpe.com/hpesc/public/home
- Juniper: https://support.juniper.net/support/warranty/
- Mitel: https://www.mitel.com/legal/products-warranty-and-limitation-liability
- NetApp: https://www.netapp.com/us/services/service-descriptions.aspx
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: https://www.paloaltonetworks.com/legal
- Polycom: https://www.poly.com/us/en/legal/terms
- RSA: https://www.rsa.com/en-us/company/standard-form-agreements

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.

EXHIBIT A-9
CUSTOM SOLUTIONS AND SERVICES SCHEDULE

1. General. This Custom Solutions and Services Schedule ("Schedule") is entered into between Lumen and Customer and is effective as of the date last signed ("Schedule Effective Date"). "Lumen" is defined for purposes of this Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Schedule. If Lumen and Customer have not executed a Custom Solutions and Services Schedule, then the standard Custom Solutions and Services Schedule, a copy of which is available upon request, will govern the applicable Statements of Work ("SOWs") and SOW Change Requests. This Schedule is governed by and incorporates by reference the Lumen or CenturyLink Master Service Agreement or other service agreement executed between the parties, or the then current standard Lumen Master Service Agreement if no agreement has been executed. This Schedule, any attached or incorporated documents, Statements of Work ("SOWs"), SOW Change Requests, and the applicable agreement between Lumen and Customer collectively comprise the agreement between the parties ("Agreement"). Capitalized terms used and not otherwise defined in this Schedule will have the meaning set forth in the Agreement.

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

2. Services and Acceptance. This Section replaces the Orders section in the Agreement for Services purchased under this Schedule. Lumen will provide the professional, consulting, analytical, design, technical, implementation, management, and security services ("Services") identified in the applicable statement of work ("SOW") pursuant to the Agreement. Services are provided by the Lumen affiliate identified in the SOW; and Lumen may utilize its own employees or subcontractors and may change, modify, or replace any of Lumen network hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in the SOW or a SOW Change Request. Lumen's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities; Lumen will receive additional time to complete the Services after Customer complies. Customer's noncompliance may result in an adjustment of the charges, including charges for additional hours required to complete the Services. Except as otherwise provided in a SOW, Services will be deemed accepted unless Customer provides written notice of any deficiency to Lumen within three business days after commencement of work or delivery of the Services, including phased delivery of Service, if applicable (the "Acceptance Period"). Such notice must detail and demonstrate the deficiency to Lumen's reasonable satisfaction. Lumen will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. Lumen will delay billing until Services are accepted.

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

3. Customer Responibilities.

3.1 Charges; Payment. This Section replaces the Commencement of Billing section in the Agreement. Subject to the Services and Acceptance section above, the Service Commencement Date for Services is the date Lumen begins performing Services or as specified in a SOW. Customer will pay all charges (including reasonable travel and living expenses and third-party charges) and any progress payments as set forth in a SOW and all applicable Taxes and Fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges. "MRC" means monthly recurring charge, and "NRC" means non-recurring charge. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

3.2 Termination. This Section replaces the Cancellation and Termination Charges section in the Agreement. Either party may terminate a SOW upon 30 days prior written notice. Cancellation charges will be identified in the SOW. Customer will remain liable for charges accrued but unpaid as of the termination date.

3.3 Letter of Agency. If applicable, upon the execution of an applicable SOW, Customer will sign a Letter of Agency giving Lumen the limited authority to directly notify the appropriate vendor for the purpose identified in the Letter of Agency. Customer may terminate this authorization at any time upon notice to Lumen. If applicable, Customer will also provide its vendors with a letter (with a copy to Lumen) acknowledging Lumen's role as Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer will provide Lumen with a copy of any contractual commitments between Customer and its vendor that Lumen must be aware of or comply with in order to dispatch such vendor accordingly.

3.4 Non-solicitation. Customer or its third party will not knowingly solicit or recruit for employment or hire any Lumen Resource for one year following the termination of a SOW for which the Lumen Resource performed work for Customer, except that Customer may recruit or hire a Lumen Resource identified by Customer solely as a result of the Lumen Resource's response to a non-specific, general advertisement by Customer. "Lumen Resource" means an employee, consultant or contractor assigned by Lumen to perform the Services.

4. Additional Service Limitations and Disclaimers.

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

4.2 Compliance and Security. Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by Lumen from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The Lumen information security program is subject to reasonable changes by Lumen from time to time. Customer will ensure that all Customer data transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

4.3 Intellectual Property; Software.

4.3.1 Intellectual Property. Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, 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. Except as expressly set forth below with respect to Document Deliverables, Customer Technology and Content, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

4.3.2 Customer License to Document Deliverables. Upon receipt of full payment, Lumen grants to Customer an irrevocable, perpetual, non-exclusive, world-wide, right and limited license under Lumen's copyright rights to internally use, reproduce, distribute copies of and prepare derivative works of the Document Deliverables ("Deliverable License"); provided however, Customer will treat the Document Deliverables as "confidential" pursuant to the terms of the Agreement and any applicable confidentiality agreement(s) by and between Customer and Lumen unless otherwise agreed to by Lumen. For purposes of this Section, "Document Deliverables" will mean any reports or other documentation prepared by Lumen exclusively for Customer pursuant to an applicable SOW under this Service Schedule.

4.3.3 Software. Customer agrees that any third-party software including any corresponding documentation, provided to Customer by Lumen in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. Any software (including related documentation) that may be provided by Lumen or its third party licensors to Customer may only be used by Customer in connection with the Services. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software. Lumen may require Customer to purchase vendor supported upgrades at an additional cost where needed for Lumen's continued provision of Services; Lumen may charge Customer for support or additional tasks incurred from Customers' continued use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability in such events.

4.3.4 Third Party Software and Customer Technology. If Customer elects to use Customer provided and/or licensed software in connection with the Services or make such software available to its end users, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities (a)-(b) may result in Lumen's inability to provide the Services, in which case, Lumen will have no liability for failure to provide such Services. To the extent required by Lumen to provide the Services pursuant to an applicable SOW, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen. All right, title and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates and their licensors. "Customer Technology and Content" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

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

4.4 Confidentiality. In addition to the confidentiality terms contained in the Agreement, confidential information also includes Lumen Technology and Customer Technology and Content. Lumen Technology and all enhancements and improvements are the exclusive property and confidential information of Lumen. Customer Technology and Content and all enhancements and improvements are the exclusive property and confidential information of Customer. Confidential information will not include Customer data, the obligations for which are governed by the Compliance and Security section. "Lumen Technology" means the proprietary technology of Lumen and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms,user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer data), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed during the term of the Agreement.

4.5 Miscellaneous. Customer will defend and indemnify Lumen, its affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising from the actions of Customer and its employees as related to the Services or Lumen Resources. Notices for disconnection of Service must be submitted to Lumen via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: Lumen, Attn.: Lumen NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer’s portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its Lumen sales representative. In the event of a conflict between the terms of the Agreement, this Schedule, any SOW and any Change Request, the order of priority will be the SOW Change Request, the SOW, this Schedule, and then the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule or any SOW without the express written consent of Lumen and, if applicable, Lumen’s subcontractor. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, “HIPAA”), or Lumen is otherwise acting as a Business Associate (pursuant to HIPAA), Lumen will agree to the terms in its then-current Business Associate Agreement upon Customer’s request. Lumen and its affiliates or subcontractors may use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) for the sole purpose of: (i) providing and managing the Services; (ii) fulfilling obligations related to the Services under this Schedule and the Agreement; and (iii) complying with applicable law governing the Services.

EXHIBIT A-10
MANAGED NETWORK SERVICE

1. General. This Service Schedule applies when Customer orders Managed Network Services (MNS) provided by Lumen. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. Managed Network Service may be designated as Managed Customer Premise Equipment (CPE), CPE-Based Managed Service (CPE MS), Managed Virtual Private Network (VPN) Device, Managed Internet Device, Managed Device, Managed Router, or Managed IAD, in Orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule is subject to the Master Service Agreement between Lumen and Customer or other service agreement under which Lumen or a Lumen affiliate provides services to Customer (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. Capitalized terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement.

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

2. Services. MNS is a comprehensive solution where Lumen manages and maintains CPE (each, a "Managed Device") provided by Customer or Lumen associated with Internet access, Converged Services or MPLS-based data service.

2.1 CPE Related Terms. If the Customer chooses to provide its own CPE, Customer: (i) assigns full operational management responsibility for such equipment solely to Lumen; (ii) warrants and represents that the CPE is not in end of life (EOL) status with the manufacturer; and (iii) the CPE has a current and active equipment and software support agreement with the original equipment manufacturer. For Lumen provided CPE, the separate terms of the Customer Premise Equipment (CPE) Addendum apply and are incorporated by reference into this Service Schedule.

2.2 SNMP Read-Only Access and Netflow. Upon Customer's written request, Lumen will facilitate SNMP read-only access and/or Netflow to CPE managed by Lumen. Access to Managed Devices in this way will be access control list protected and restricted to a pre-determined list of Customer's network management system devices to be agreed by Customer and Lumen**.** Any failure to achieve the Service Levels relating to MNS will be excused and no credits or other remedies extended if such failure arises as a result of: (i) excessive polling of Managed Devices by Customer causing SNMP utilization on a Managed Device's processor to affect performance, (ii) failure by Customer to update Customer's network management system devices with known recommended security fixes, (iii) increased traffic or CPU utilization caused by NetFlow, or (iv) security breaches on Customer's own network.

2.3 Service Levels. MNS is subject to the Lumen Service Level Agreement as set forth in Exhibit B.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed on a fixed rate basis for MNS, consisting of a non-recurring charge (NRC) for installation and a monthly recurring charge (MRC). Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

4. Chronic Problem Resolution. A Chronic Problem is defined as a continuing error, conflict, trouble report or similar issue that affects the ability to pass Customer traffic through the CPE. If Customer or Lumen determines that the Chronic Problem is the result of a recurring issue on the Customer side of the CPE, Customer will take all reasonable steps necessary to correct the issue including but not limited to (i) requesting Lumen proactively continue monitoring the relevant service (without taking additional action to address the immediate issue) until the Chronic Problem is resolved to Lumen's and the Customer's satisfaction; or (ii) requesting Lumen take any necessary action to prevent the alerts from being displayed (meaning Lumen will not respond to future instances of the defined Chronic Problem). If Customer has not resolved the Chronic Problem within 30 days, Lumen may continue to monitor the relevant service and charge the Customer a $200, or local currency equivalent, per alert response fee for as long as the Chronic Problem remains, or take any necessary action to prevent the monitoring alerts from being displayed. In all cases, isolating Chronic Problems may impact other elements of Service, and Lumen activities in respect of Chronic Problems may result in additional charges. Customer will not be entitled to any rebate or reduction of fees for the affected component. If the Chronic Problem is due to faulty Customer provided CPE, Customer will take such action to repair, remove from MNS coverage, or replace such faulty CPE.

EXHIBIT A-10
MANAGED NETWORK SERVICE
Managed Network Services Pricing Schedule:

Speed	CPE/Pro Serv (includes install)	TMNS	NRC Charge
1-99 Mbps	$ 290.00	$79.76	$1,000.00
100-1000 Mbps	$ 300.00	$125.47	$1,000.00
1001+ Mbps	$ 570.00	$230.72	$1,000.00

TOTAL: CSN CORE Sites - Hdwr Lease + Management	
690 Kipling	
ASR9010	$5,528.42
ASR1006X	$7,996.58
ASR920	$570.00
C8500	$1,805.91
E-Fort	
ASR9010	$5,528.42
ASR1006X	$7,996.58
ASR920	$570.00
C8500	$1,805.91
Sherman	
ASR9010	$5,528.42
ASR1006X	$7,996.58
ASR920	$570.00
CO Springs - DOC	
ASR1K6R2-40G-SHAK9	$4,250.98
ASR920	$570.00
Jetway	
ASR1006X	$7,996.58
ASR920	$570.00
CORE Total	**$59,284.38**

Description of General Support Services:	State of CO Hourly Rate	Notes
Emergency Maintenance & Repair (8:00 am-5:00 pm MDT)	$150.00	1 hour Minimum Charge
Emergency Maintenance & Repair (5:01 am-7:59 pm MDT)	$225.00	3 hour Minimum Charge
Installation Technician*	$150.00	Project or Scope based labor
Onsite Maintenance and Repair Engineer**	$150.00	**

**** Hourly rate is based on defined, mutually agreed upon and scheduled scope of work.***
***** 1 hour Minimum Charge. Trip Charge - $75 within 50 mile radius of Lumen Tech service center. Hourly rate applied to portal to portal trip charge beyond 50 mile radius.***
******Hourly rate applies to 8:00 am- 5:00P pm MDT. Hourly rate for 5:01 pm - 7:59 am is $225 per hour with 3 hour minimum charge.***

EXHIBIT A-11
WIRELESS BACKUP SERVICE ATTACHMENT

This CenturyLink QCC CenturyLink IQ® Wireless Backup Service ("WBS") Offer Attachment ("Attachment") is subject in all respects to the applicable Service Attachments, the Rental CPE Service Exhibit (if applicable) and the CenturyLink® Total Advantage®, CenturyLink® Loyal Advantage®, or CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink. For new CenturyLink IQ Networking Internet Port Customers after April 1, 2019, the applicable Service Attachment is the CenturyLink Internet Services Service Schedule. For all other CenturyLink IQ Internet Port Customers, the applicable Service Attachment is the CenturyLink IQ Networking Service Exhibit. For new CenturyLink IQ Networking Private Port Customers after October 7, 2019, the applicable Service Attachment is the CenturyLink MPLS (IPVPN and VPLS) VPN Service Schedule. For all other CenturyLink IQ Networking Private Port Customers, the applicable Service Attachment is the CenturyLink IQ Networking Service Exhibit. Capitalized terms used but not defined in this Attachment are defined in the Agreement or Service Attachments.

1. **Scope.** WBS provides a temporary wireless backup solution through a wireless enabled device ("Wireless Device") and a wireless connection if a CenturyLink IQ Networking Internet or Private Port ("Port") is unable to transmit and receive data ("Port Interruption"). WBS is designed to automatically route Port traffic to the Wireless Device and wireless network during the Port Interruption. The Wireless Device can be CenturyLink Rental CPE or CenturyLink approved Customer provided equipment. CenturyLink provides WBS on a best efforts basis. CenturyLink does not make any commitment of levels of service, coverage, or class of service over the WBS service, and notwithstanding anything to the contrary in any Agreement with Customer, CenturyLink provides no indemnities or warranties on such WBS service.

2. **Restrictions.** WBS is subject to the availability, coverage, transmission, and service area limitations of the wireless provider's wireless network. The same features and functions available with a Port may not be available during a Port Interruption.

3. **Term; Cancellation.** The term of an individual WBS instance begins on the date CenturyLink notifies Customer that a WBS instance is ready for use and will continue until canceled by either party with 60 days' notice. A WBS instance must be terminated at the same time as the cancellation of the associated Port. CenturyLink may also modify rates or discontinue WBS upon expiration of the associated Port's Service Term. If a WBS instance is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the end of the first 12 months of its term, Customer must pay CenturyLink a "Cancellation Charge" of $100 for each canceled WBS instance. If the parties mutually determine that, after testing, a WBS instance at an originally approved location cannot reach the wireless network, Customer may cancel that WBS instance without incurring a Cancellation Charge.

4. **Data Plans.** A "Data Plan" is a data allowance available for WBS usage for each monthly billing cycle. CenturyLink will bill Customer based on a pooled Data Plan unless Customer opts for a non-pooled Data Plan. Under a pooled Data Plan, the Data Plans within a Data Plan Group are combined into a larger pool of data and CenturyLink calculates the aggregate usage from each pool within the same Data Plan Group. WBS instances in Data Plan Group A cannot be pooled with WBS instances in Data Plan Group B. Each WBS instance's usage is measured and billed individually in a non-pooled Data Plan. If Customer's WBS usage exceeds the Data Plan during a monthly billing cycle, overage charges will apply. Overage charges are rounded up to the next MB or GB depending on the Data Plan Group and may not appear on Customer's invoice until up to two billing cycles after the month in which the overage occurred. Overages in a pooled Data Plan are billed as one overage charge for the pool.

5. **Pricing.** Customer will pay the applicable MRCs and NRCs as set forth in a valid signed CenturyLink issued quote, Order Form, or in the table below. The WBS charges are in addition to Port charges. If Customer elects to change plans pursuant to section 7 below, all data plan pricing is provided below.

5.1 WBS Bundle Pooled Data Plan.

Data Plan Group	Data Plan per WBS instance	WBS Bundle MRC (A WBS Bundle includes the applicable Data Plan, one Rental CPE Wireless Device (Cradlepoint ARC CBA850 with up to 10 configuration changes per Wireless Device per year), and maintenance)	Overage
A	50 MB	$44 per WBS instance	$1.15 per MB over the Data Plan (rounded up to the next MB)
	150 MB	$49 per WBS instance	
B	250 MB	$65 per WBS instance	$10 per GB over the Data Plan (rounded up to the next GB)
	1 GB	$80 per WBS instance	
	5 GB	$95 per WBS instance	
	10 GB	$115 per WBS instance	

5.2 MRC Credits. CenturyLink will apply the following MRC credits if Customer opts out of the WBS Bundle option or the Pooled Data Plan. The credit is based on the above WBS Bundle MRC.

Description	MRC Credit

EXHIBIT A-11
WIRELESS BACKUP SERVICE ATTACHMENT

WBS Only (WBS Only includes the Data Plan only)	CenturyLink will apply a $20 credit per applicable WBS instance
Non-Pooled Data Plan (can apply to either WBS Bundle or WBS Only) WBSNOPOOL	CenturyLink will apply a $5 credit per applicable WBS instance

6. Terms and Conditions.

6.1 No Wireless Carrier Relationship. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CENTURYLINK AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

6.2 Use. CenturyLink may suspend or terminate existing WBS instances or deny activation to new WBS instances if Customer uses WBS or Wireless Devices: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the network used, operations or customers. Customer will not use WBS for remote medical monitoring.

7. Moves, Changes. Customer can move a WBS instance to another location or change Data Plans subject to conditions. The new location must qualify for WBS. If Customer increases the Data Plan or switches from a non-pooled Data Plan to a pooled Data Plan, the charges and data allowance for the new Data Plan will take effect during the current billing cycle. If Customer decreases the Data Plan or switches from a pooled Data Plan to a non-pooled Data Plan, the charges and data allowance for the new Data Plan will take effect the following billing cycle.

8. Wireless Devices.

8.1 Rental CPE. The CenturyLink provided Wireless Device identified above is provided as Rental CPE and is subject to the Rental CPE Service Exhibit. CenturyLink may use a repackaged Wireless Device or substitute the Wireless Device with another Wireless Device. The Cradlepoint Wireless Device includes 8x5 NBD maintenance using ProMET® Remote Standard with up to 10 Rental CPE configuration changes per year. Maintenance is provided as described in the applicable Detailed Description. If Customer requests password access for the Wireless Device and CenturyLink grants such access then (a) Customer shall waive any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Wireless Device, if a problem is caused by such action, (b) CenturyLink may refuse providing any CPE configuration assistance or any such assistance provided will be at CenturyLink's then current time and material rates.

8.2 Wireless Device Purchase. If Customer pays for the CenturyLink provided Wireless Device for 36 months or more, Customer may purchase that Wireless Device at its fair market value. If Customer intends to purchase a Wireless Device, Customer must notify CenturyLink of such intention at least 60 days in advance. Customer will purchase the Wireless Device 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 Wireless Device will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of the Wireless Device, CenturyLink will no longer provide maintenance support or any configuration changes. Customer is responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Wireless Devices. Customer is also responsible for proper disposal of all purchased Wireless Devices and hereby releases CenturyLink from all and any liability relating in any way to a purchased Wireless Device.

8.3 Customer Provided Wireless Devices. A Customer provided Wireless Device must be private network certified and approved by CenturyLink before ordering WBS.

9. Optional Cradlepoint Wireless Antenna. Customer may also order an optional Cradlepoint Wireless Antenna ("Antenna") to enhance the signal strength of the Cradlepoint Wireless Device. Customer may not order an Antenna if Customer is providing their own Wireless Device. Customer will pay an additional MRC for the Antenna as identified in the table below. The Antenna 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. A CenturyLink technician will extend the Antenna cabling, shipped with the Antenna, to Customer's Cradlepoint router, assuming that it is within the distance of the two provided cables (15' each), is in the same equipment room, and does not require special tools or ladders to do so ("Basic Installation"). Basic Installation is included. If CenturyLink determines additional installation work is required, CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days ("Installation NRC"). Customer has no rights or interest to the Antenna other than as provided herein and will hold the Antenna subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the Antenna 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 Antenna, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the Antenna and will allow CenturyLink the inspection of the Antenna at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the Antenna 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.

9.1 Antenna Term; Cancellation. The Antenna order requires a minimum service term of 12 months. The Antenna service term will begin on the date that the Antenna is installed and will continue until canceled by either party with 60 days' notice. If Customer cancels the Antenna service prior to the expiration of the service term for reasons other than cause, Customer will pay to CenturyLink an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the Antenna service term. At the end of the Antenna service term, Customer must return the Antenna to CenturyLink within 15 days of termination. CenturyLink will provide Customer with return instructions. Customer will deliver the Antenna to CenturyLink in the same condition it was on the Service Commencement Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If the Antenna is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Antenna and CenturyLink may invoice Customer the then-current value of the Antenna ("Replacement Cost"). If Customer cancels WBS, the Antenna service will also be deemed cancelled, and the Antenna cancellation provisions will apply appropriately.

9.2 Antenna Replacement. CenturyLink will not provide maintenance related to the Antenna. If the Antenna is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay the Replacement Cost for the Antenna, and (b) a one-time charge to cover CenturyLink's cost to ship the new Antenna. The terms and conditions in this Offer Attachment will continue to apply.

9.3 Insurance. Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Antenna, the following insurance: (a) "All-Risk" property insurance covering the Antenna for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

9.4 Optional Additional Cradlepoint Antenna MRC.

Description	MRC
Cradlepoint Antenna and Installation1	$40 per instance

[1] Basic Installation is included in the Antenna MRC. Any installation procedures other than basic installation will be subject to an additional one-time Installation NRC.

10. Thirty Day Trial. Customer may, upon five days prior written notice, cancel all WBS instances, including any additional Antennas, within 30 days after the installation of the first WBS instance without incurring WBS or Antenna Cancellation Charges. If Customer cancels WBS under this provision, Customer must pay any NRCs and the MRCs accrued up to the date of termination. If Customer does not provide such notice, WBS will remain in effect and will be subject to the Cancellation Charges specified in this Attachment.

11. 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. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. This Attachment, the Service Exhibits, 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.

12. Other Terms.

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

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

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

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

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

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

12.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Attachments, 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. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Attachments, and then the Agreement.

12.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

EXHIBIT A-12
TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT

1. General. CenturyLink QCC will provide Telecommunications Service Priority ("Service" or "TSP") for National Security/Emergency Preparedness ("NS/EP") pursuant to the terms and conditions of the Agreement and this Service Exhibit.

2. Service.

2.1 Description. Customer can assign a 12-digit alphanumeric code issued by the Office of Priority Telecommunications ("OPT") with the TSP control identifier ("TSP Authorization Code") to its interstate telecommunications services that are used to maintain a state of readiness or to respond to and manage any event or crisis as set forth in 47 CFR Part 64, Appendix A ("NS/EP Telecommunications Services"). The TSP Authorization Code provides TSP priority levels that identify the provisioning and restoration priority-level assignment for a particular circuit. Telecommunications Service Priority allows CenturyLink to provision and restore Customer's NS/EP Telecommunications Services with TSP Authorization Codes before services without such assignments as set forth in 47 CFR part 64, Appendix A. TSP Service is available on CenturyLink services that have a unique and identifiable circuit identification number. The Service is only provided per-circuit on an end-to-end basis where the entire circuit is provided by CenturyLink (whether on its network or through leased facilities) so that the entire circuit is included in the TSP designation. The underlying NS/EP Telecommunications Service is offered pursuant to the terms and conditions of the Agreement, Service Exhibit, and/or Services Schedule applicable to the service and separate rates. TSP service is only available to federal, state, and local government users and certain private sector organizations that have services that support an NS/EP function and is applied only to interstate telecommunications services, as defined by Federal Communications Commission regulations.

2.2 Ordering. CenturyLink will provide the Service in accordance with 47 CFR Part 64, Appendix A and if: (a) Customer provides CenturyLink with a valid TSP Authorization code issued by the OPT for each circuit, via an Order Form; and (b) the Order Form is accepted by CenturyLink. CenturyLink will not accept TSP assignments or orders without an assigned TSP Authorization Code. TSP restoration priorities must be requested and assigned via an Order Form before a service outage occurs in order to have priority restoration. .

3. Term; Cancellation. The Service will become effective upon CenturyLink's acceptance of an order form and will terminate upon Customer's written notice of termination to CenturyLink or OPT's revocation of the TSP Authorization Code. Service will automatically expire should Customer terminate the circuit. In the event Customer cancels Service, Customer will pay for the Service provided through the effective date of the cancellation.

4. Charges. "Pricing Attachment" means the attached document containing Service rates, which is incorporated by reference and made a part of this Service Exhibit. Customer will pay all applicable MRCs and NRCs as set forth in the Pricing Attachment or Order Form. The rates will be used to calculate Contributory Charges. CenturyLink reserves the right to modify rates with 30 days written notice to Customer.

EXHIBIT A-12
TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT
PRICING ATTACHMENT

TSP Service	Charge Type	Amount
TSP Provisioning installation and/or Restoration priority (excludes coordination of Leased Access) per circuit	NRC	$400
TSP Provisioning installation and/or Restoration priority for Leased Access, per Local Access circuit	NRC	$128
TSP Priority Level Change	NRC	$50
TSP Administration and Maintenance	MRC	$20

EXHIBIT A-13
DYNAMIC CONNECTIONS SERVICE EXHIBIT

1. General. This Service Schedule is applicable where Customer orders Dynamic Connections - Ethernet service ("Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

2. Services.

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

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

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

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

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

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

2.7. Service Requests.

2.7.1 To acquire the capability to access the Service, Customer must place an Order. If Lumen accepts Customer's Order, Customer will be provided direction on how to access and use the Service. Customer must identify representatives that are authorized to make requests for Service and Lumen will provide a Customer-specific user identification ("User ID") and password ("Password") to Customer's representatives. Customer is responsible for maintaining the confidentiality and security of its User IDs and Passwords.

EXHIBIT A-13
DYNAMIC CONNECTIONS SERVICE EXHIBIT

Customer is responsible for all requests for the addition or deletion of Service(s) (including fraudulent requests) resulting from Customer's User IDs and Passwords. Customer must notify Lumen to suspend any Password or User ID that has been compromised. Any information provided by Lumen though the Portal is deemed "Confidential" and Customer may not disclose such information to third parties.

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

2.8 Service Levels. This Service is subject to the Lumen Service Level Agreement as set for in Exhibit B, attached hereto.

3. Customer Responsibilities.

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

3.2. Data and Information.

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

3.2.2 Indemnification. Customer will indemnify Lumen and its affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with Section 3.2 and for any violations of applicable laws in connection with its use of the Service.

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

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

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

EXHIBIT A-13
DYNAMIC CONNECTIONS SERVICE EXHIBIT

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

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

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

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

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

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

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

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

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

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

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

"Unavailable" or "Unavailability" means Service downtime.

EXHIBIT A-14

LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE

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

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

2. Services.

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

2.2. Additional Features.

Additional features and functionality may include:

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

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

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

2.3. Additional Services.

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

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

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

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

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

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

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

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

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

3. Customer Responsibilities.

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

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

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any

Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

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

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

EXHIBIT A-14
LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE

IPVPN Pricing Schedule

Service Offering	Bandwidth	Local Access	Port
IPVPN	3 Mbps	$111.00	$74.00
IPVPN	5 Mbps	$117.00	$78.00
IPVPN	7 Mbps	$120.00	$80.00
IPVPN	10 Mbps	$129.00	$86.00
IPVPN	20 Mbps	$165.00	$110.00
IPVPN	30 Mbps	$180.00	$120.00
IPVPN	40 Mbps	$195.00	$130.00
IPVPN	50 Mbps	$207.00	$138.00
IPVPN	60 Mbps	$213.00	$142.00
IPVPN	70 Mbps	$225.00	$150.00
IPVPN	80 Mbps	$234.00	$156.00
IPVPN	90 Mbps	$240.00	$160.00
IPVPN	100 Mbps	$261.00	$174.00
IPVPN	200 Mbps	$300.00	$200.00
IPVPN	300 Mbps	$330.00	$220.00
IPVPN	400 Mbps	$396.00	$264.00
IPVPN	500 Mbps	$450.00	$300.00
IPVPN	600 Mbps	$480.00	$320.00
IPVPN	700 Mbps	$516.00	$344.00
IPVPN	800 Mbps	$564.00	$376.00
IPVPN	900 Mbps	$645.00	$430.00
IPVPN	1000 Mbps	$834.00	$556.00
IPVPN	2000 Mbps	$1,200.00	$800.00

Scope of work charge for IPVPN upgrades will apply. Please reference Scope of Work Document for NRC Pricing Details.

Exhibit A-15
Customer Premise Equipment Addenda

(Version August 26, 2021)

1. Applicability. This Customer Premise Equipment Addenda ("Addenda") applies when an element of Lumen provided physical equipment is to be installed at a Customer or non-Lumen site as part of Lumen Services (hereinafter, "CPE"). CPE includes but is not limited to that identified in Attachment 1. In the event of any inconsistency between the terms of this Addenda, and the terms of separate Service Schedule, the Agreement or any Order, for the CPE provided as part of the Services, this Addenda controls. Lumen may subcontract the performance of installation, maintenance, operation, monitoring, repair, replacement and removal of CPE and related services to third party supplier(s) (hereinafter, "Lumen's Supplier"), provided that Lumen remains responsible for performance of obligations hereunder. For purposes hereof, "Lumen" means as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services.

2. Title. In jurisdictions where Lumen provides CPE and has determined it will not hold title to the CPE, Lumen's Supplier shall maintain title to the equipment ("Lumen Supplier Owned CPE"). Customer shall keep CPE free of distress and liens and shall not allow any liens, encumbrances, or claims to be levied against the CPE.

3. Restrictions Related to CPE. Customer agrees that with respect to CPE, Customer shall not: (i) sell, assign, sublet, pledge or part with possession or control of such equipment or any interest therein; (ii) change, remove or obscure and labels, plates or insignia, lettering or other markings placed on the CPE; (iii) repair, replace or make physical modifications to CPE without written authorization from Lumen or Lumen's Supplier; (iv) directly connect or allow the direct connection of any CPE to any local access except as previously approved by Lumen or Lumen's Supplier; (v) use CPE to transmit, distribute, disseminate, publish or store any material that (a) is in violation of law or regulation; (b) is defamatory, abusive, obscene, indecent, harassing or that threatens or encourages bodily harm, destruction of property, or the infringement of the rights of others; or (c) contains software viruses, Trojan horses, or any computer code, files or programs designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe, or modify without authorization, data, software, computing or network devices, or telecommunications equipment; (vi) use CPE to access any computer, network or data without authorization or in a matter exceeding authorization including any attempt to (a) retrieve, alter or destroy data, (b) probe, scan or test the vulnerability of a system or network, or (c) breach or overcome system or network security, authentication, authorization, confidentiality, intrusion detection, monitoring or other security measures; or (vii) modify, decompile, unlock, reverse-engineer, disassemble, incorporate or use in any other works, create derivatives of, or copy any portion of, or otherwise translate the CPE and/or the associated software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the CPE and the associated software by whatever means.

4. Obligations Related to CPE. Customer shall: (i) ensure proper environmental conditions as recommended by Lumen, Lumen's Supplier or the CPE manufacturers and that the exterior surfaces are kept clean and in good condition; (ii) provide Lumen and Lumen's Supplier with reasonable access to such CPE for inspection, maintenance, and de-installation of the same; (iii) assure the locations are secure and comply with safety and health standards which are consistent with industry standards; (iv) comply with all license terms applicable to any software supplied with the CPE; (v) insure the CPE against loss from damage or theft; (vi) maintain adequate security policies and procedures for the CPE and any Customer provided equipment, network or applications which interface with the CPE; (vii) timely provide Lumen and Lumen's Suppliers with any needed Customer completed import/export documentation and undertakings (including but not limited to acting as the importer of record if requested by Lumen or Lumen Suppliers); and (viii) inform Lumen as quickly as possible and in not less than 24 hours following damage to CPE. Except for damages caused by Lumen or Lumen's Supplier, Customer shall within 30 days of invoice for the same reimburse Lumen for (i) replacement value of such CPE as new at then current prices if CPE is not capable of repair, or (ii) the repair cost. Communications related to CPE shall be conducted in English. Lumen shall not be liable for delays or service impacts caused by Customer's failure to perform its obligations hereunder.

   Customer shall cooperate with Lumen to provide a target installation date and to assure that Customer meets the CPE installation site-readiness requirements as provided by Lumen prior to the Customer Commit Date communicated by Lumen and provide access at mutually agreed times for maintenance. If Lumen or Lumen Suppliers cannot complete installation due to Customer's failure to perform site readiness or Customer's unavailability to complete installation on the target installation date or allow maintenance as planned, Lumen may commence billing as of the target installation date and Lumen may charge Customer at Lumen's standard rates for any revisits. If CPE is to be delivered to a Customer site in advance of the target installation date, Customer shall have an authorized representative sign for delivery of such CPE and Customer will securely maintain such CPE until installation is completed. Customer shall be invoiced and will pay for CPE which is lost or damaged at the Customer site prior to installation.

5. Location and Use of CPE. Customer agrees not to alter, disconnect or move the CPE from Customer's delivery address unless otherwise approved in writing by Lumen or Lumen's Supplier. Subject to the terms hereof, Customer will ensure that the CPE will be operated in a careful and proper manner by competent persons only and in accordance with the manufacturer's operating instructions.

Exhibit A-15
Customer Premise Equipment Addenda

(Version August 26, 2021)

6. Termination. At the end of the Service Term, either party may terminate the Service with the associated CPE with 30 days' advanced written notice. Upon termination, Customer shall cooperate with Lumen to either, at Lumen's option, (a) provide Lumen or Lumen's Supplier access to enable removal of CPE or (b) package the CPE in shipping materials provided by Lumen and ship such CPE to the location identified by Lumen at Lumen's cost. In either case, Customer shall surrender the CPE in good condition, reasonable wear and tear excepted. If Customer is not available at the scheduled time, Lumen shall charge and Customer shall pay Lumen's standard rates for the site visit and return visits. Customer shall provide assistance as required by Lumen in assuring that all Customer information or data is removed prior to return of the CPE to Lumen. If Customer does not enable Lumen or Lumen's Supplier access or does not ship CPE to Lumen within 30 days of Lumen's delivery of shipping materials, Customer shall pay Lumen the replacement value of any unreturned CPE. If an Order for or Service with CPE provided as part of the Service is pre-installation cancelled or terminated for any reason other than Lumen's uncured breach, in addition to the cancellation and/or early termination liability set forth in the Agreement, Customer shall pay Lumen its out of pocket costs incurred in relation to the CPE.

7. 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 Lumen or a third-party provider designated by Lumen, as loss payee as their interests may appear.

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

8. Limitations on Liability. Subject to and without expanding the limitations of liability that apply to the Services associated with the CPE, in no event shall Lumen's liability to Customer related to CPE exceed the lesser of amounts paid to Lumen for CPE in the 12 month period preceding the claim or $250,000.00.

9. Disclaimer of Warranty. Notwithstanding anything to the contrary in the Agreement, Lumen makes no warranty regarding the results or the provisioning of such CPE and Lumen shall not have any defense, indemnification and/or hold harmless obligations to Customer related to the CPE provided hereunder, save that Lumen and/or the Lumen Supplier shall pass through any manufacturer, subcontractor or service provider indemnities to the fullest extent permitted by their terms. Notwithstanding anything to the contrary in the Agreement, no separate Customer requirements or terms related to security and data protection shall apply to the CPE in those countries identified in Attachment 2 (as the same may be updated by Lumen to add countries not previously served by Lumen), except as expressly set forth in an attachment hereto executed by both parties. If any Customer site specific security requirements cause Lumen to incur additional costs, Lumen and Lumen Suppliers shall not be obligated to provide the Services until such costs are agreed between Lumen and Customer. LUMEN, ON BEHALF OF ITSELF AND LUMEN'S SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES OR REMEDIES ARISING IN CONNECTION WITH THE CPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

10. Additional Terms for Lumen Supplier Owned CPE. For Lumen Supplier Owned CPE, the parties acknowledge that the costs of CPE provided in non-US jurisdictions may be subject to foreign exchange rate fluctuations as imposed upon Lumen by the Lumen Supplier. Lumen may, no more frequently than quarterly, with 30 days' advanced written notice to Customer, pass on any rate increases imposed on Lumen by its Lumen Supplier for CPE provided in such jurisdictions.

11. Third Party Beneficiaries. Notwithstanding anything to the contrary in the Agreement, Customer agrees that Lumen's Suppliers of CPE are third party beneficiaries of the terms of this CPE Addenda.

12. Updates to Attachments. Lumen reserves the right to update the information contained in Attachment 1 and Attachment 2 hereof. Current versions of these attachments may be obtained upon request to Lumen.

Exhibit A-15
Customer Premise Equipment Addenda

(Version August 26, 2021)

ATTACHMENT 1 – Services and Related CPE

Service	Product	Equipment
Internet Services	Managed Dedicated Internet Access	Managed Router
	Unmanaged Dedicated Internet Access	ISG Accedian/Adva/Cisco Network Interface Device (NID)
Voice Services	Voice Complete ESIP FlexVoice Converged Voice (see below)	Enterprise Session Border Controller (eSBC) Integrated Access Device (IAD)
VPN Services	Managed MPLS/IP VPN	Managed Router
	Unmanaged MPLS/IP VPN	ISG Network Interface Device (NID)
	Application Performance Management	Probe
	Virtual Private LAN Service (VPLS)	Network Interface Device (NID)
Ethernet Services	Ethersphere EVPL E-Line E-Access NLAN ENLAN WSNLAN	Network Interface Device (NID) ISG
Security Services	Secure Access Site Secure Access Mobility MSS Premise	Firewall Bridge/cellular modem Managed Router
Converged Services	Converged Services Bundles	Integrated Access Device (IAD) Managed Router Enterprise Session Border Controller (eSBC)

EXHIBIT A-15

Customer Premise Equipment Addenda

(Version August 26, 2021)

ATTACHMENT 2 – Identified Countries

ALBANIA	ISRAEL	SOUTH AFRICA
ALGERIA	JAPAN	SWAZILAND
ARMENIA	JORDAN	SWITZERLAND
AUSTRALIA	KENYA	TAIWAN, PROVINCE OF CHINA
AZERBAIJAN	KOREA, REPUBLIC OF	TANZANIA, UNITED REPUBLIC OF
BAHRAIN	KUWAIT	THAILAND
BANGLADESH	UGANDA	TOGO
BELARUS	LATVIA	TUNISIAANGOLA
BERMUDA	LEBANON	UKRAINE
BOSNIA AND HERZEGOVINA	LESOTHO	UNITED ARAB EMIRATES
BOTSWANA	LIBERIA	VIETNAM
BURKINA FASO	LITHUANIA	ZAMBIA
BURUNDI	MACEDONIA, THE FORMER YUGOSLAV REPUBLIC OF	ZIMBABWE
CAMEROON	MADAGASCAR	
CENTRAL AFRICAN REPUBLIC	MALAWI	
CHAD	MALAYSIA	
CHINA	MALI	
CONGO	MALTA	
CONGO, THE DEMOCRATIC REPUBLIC OF THE	MAURITANIA	
MOZAMBIQUE	MAURITIUS	
COTE D'IVOIRE	MONACO	
CYPRUS	MONTENEGRO	
EGYPT	MOROCCO	
EQUATORIAL GUINEA	NAMIBIA	
ETHIOPIA	NEW ZEALAND	
GABON	NIGER	
GAMBIA	NIGERIA	
GEORGIA	OMAN	
GHANA	PAKISTAN	
GUINEA	PHILIPPINES	
GUINEA-BISSAU	QATAR	
HONDURAS	RUSSIAN FEDERATION	
HONG KONG	RWANDA	
ICELAND	SAUDI ARABIA	
INDIA	SENEGAL	
INDONESIA	SIERRA LEONE	
IRAQ	SINGAPORE	

EXHIBIT A-16
CENTURYLINK IQ® DELTA PORT™ OFFER ATTACHMENT

Promo Codes:	NO FRILLS

This CenturyLink QCC (“CenturyLink”) offer attachment ("Attachment") is subject in all respects to the Local Access Service Exhibit, the Rental CPE Service Exhibit, the domestic CenturyLink IQ® Networking Service Exhibit if VPN Extensions are included as part of the CenturyLink IQ® Delta Port™ bundle (“Service Exhibits“), and the CenturyLink® Total Advantage™, CenturyLink® Loyal Advantage® or CenturyLink® Master Services Agreement (“Agreement”) between Customer and CenturyLink. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. Scope. The purpose of this Attachment is to offer bundle pricing (“Offer Pricing”) for Customers purchasing a CenturyLink IQ Delta Port bundle that includes Rental CPE Service, Local Access Service (DSL Local Access only), and optional VPN Extensions as part of domestic CenturyLink IQ Networking Service. Unless otherwise stated in this Attachment, Offer Pricing is exclusive of, and may not be combined with, any other offers, promotions, or discounts, and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits.

2. Eligibility and Restrictions. Service is subject to availability and is only available in qualified locations within CenturyLink’s 14-state local service territory in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming, where CenturyLink facilities exist and Customer’s locations meet specific network conditions. Availability is determined at CenturyLink’s sole discretion. Customer understands and agrees that CenturyLink IQ Delta Port bundles are not eligible for any CenturyLink service level agreements. Offer Pricing applies to: (a) the DSL Local Access connection speeds shown in the Offer Pricing tables below; and (b) the CenturyLink-approved Rental CPE devices shown in the Rental CPE section below. Offer Pricing will apply only if the hardware listed in the Rental CPE section is configured and installed specifically for use with the CenturyLink-provided services contained in this offer. Offer Pricing may be combined with the CenturyLink IQ Networking Transition Offer if Customer’s order meets the Transition Offer’s requirements. If the Transition Offer applies to a Delta Port bundle, the applicable Eligible Service Minimum Term set forth in the Transition Offer will apply to that Delta Port bundle. Additional CenturyLink IQ Delta Port bundles after Customer’s initial order(s) may be available at CenturyLink’s then-current pricing. Customer must sign and return this Attachment to CenturyLink together with the Local Access Service Exhibit, the Rental CPE Service Exhibit, and if applicable, the domestic CenturyLink IQ Networking Service Exhibit. CenturyLink may withdraw the offer under this Attachment on or before **>>>ENTER Date<<<**. Orders and quotes associated with this Attachment will be subject to the terms of this attachment. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment.

3. Term. Customer must have an Agreement Term of 24 or 36 months and Customer must agree to use each required Service that is included in the CenturyLink IQ Delta Port bundle for the minimum number of months associated with the Offer Pricing selected below (“Minimum Term”). Customer must order all the applicable CenturyLink IQ Delta Port Service elements shown below at the same time. If CenturyLink or Customer cancels any of the Services that comprise a CenturyLink IQ Delta Port bundle, the entire CenturyLink IQ Delta Port Bundle must be terminated at the same time. Each CenturyLink IQ Delta Port bundle purchased by Customer will have its own Minimum Term, commencing on the Start of Service Date for that bundle. “Start of Service Date” means the date CenturyLink notifies Customer that the CenturyLink IQ Delta Port bundle is provisioned and ready for use. If Customer cancels a CenturyLink IQ Delta Port bundle for any reason other than Cause or if CenturyLink Cancels a CenturyLink IQ Delta Port bundle for Cause before the completion of the CenturyLink IQ Delta Port bundle’s Minimum Term, Customer will pay the following Cancellation Charges for each canceled CenturyLink IQ Delta Port bundle: (a) any NRCs that may have been waived; and (b) the total MRC amount for the canceled bundle multiplied by four months if the CenturyLink IQ Delta Port bundle is canceled in the first year of the Minimum Term; (b) the total MRC amount for the canceled bundle multiplied by three months if the CenturyLink IQ Delta Port bundle is canceled in the second year of the Minimum Term; or (c) the total MRC amount for the canceled bundle multiplied by two months if the CenturyLink IQ Delta Port bundle is canceled in the third year of the Minimum Term, if applicable. At the conclusion of each bundle’s Minimum Term, the bundles will continue on a month-to-month basis until canceled by either party with 60 days’ notice. CenturyLink may modify or discontinue Offer Pricing for each CenturyLink IQ Delta Port bundle after the bundle’s Minimum Term is completed.

4. Upgrades; Migration to another CenturyLink Service.

4.1 Upgrades: Customer may upgrade to a higher DSL Local Access connection speed at the same location if: (a) Customer has had Service under the CenturyLink IQ Delta Port offer for three months or longer; (b) Customer’s location qualifies for the higher connection speed, and (c) the upgrade is within the offer period or if CenturyLink approves the upgrade. If Customer upgrades to a higher DSL Local Access connection speed, then: (d) CenturyLink will waive the Cancellation Charges associated with the CenturyLink IQ Delta Port bundle that is canceled; (e) Customer must start a new Minimum Term for the upgraded CenturyLink IQ Delta Port bundle, (f) Customer must pay the applicable MRCs for the upgraded CenturyLink IQ Delta Port bundle, and (g) Customer might be required to pay a speed-change charge at then-current time and material rates.

4.2 Migration to Another Service CenturyLink will waive a CenturyLink IQ Delta Port bundle's Cancellation Charges if Customer migrates to standard CenturyLink IQ Networking Service or to a CenturyLink IQ® Data Bundle solution, if available ("Migration"). Customer must execute an amendment and all applicable contractual documents and any Order Forms required to accomplish the Migration. The migrated service will then be governed by its new terms and conditions as amended.

5. Offer Pricing. CenturyLink IQ Networking VPN Extension and Rental CPE Offer Pricing MRCs will be used to calculate Contributory Charges.

36 Month CenturyLink IQ® Delta Port™ Pricing Table

<table>
<tr><th rowspan="2">DSL Local Access Connection Speeds</th><th rowspan="2">CenturyLink Service Elements</th><th rowspan="2">MRC</th><th colspan="2">NRC***</th></tr>
<tr><th>(DSL Self Install)</th><th>(DSL Onsite Install)</th></tr>
<tr><td rowspan="4">1.5 Mbps downstream/up to 896Kbps upstream*</td><td>CenturyLink IQ Networking VPN Extension (Optional)**</td><td>$25.00</td><td>$50.00</td><td>$50.00</td></tr>
<tr><td>DSL Local Access</td><td>$70.00</td><td>$250.00</td><td>$550.00</td></tr>
<tr><td>Rental CPE</td><td>$40.00</td><td>N/A</td><td>N/A</td></tr>
<tr><td>Total</td><td>$135.00</td><td>$300.00</td><td>$600.00</td></tr>
<tr><td rowspan="4">Up to 7 Mbps downsteam/up to 5Mbps upstream*</td><td>CenturyLink IQ Networking VPN Extension (Optional)**</td><td>$25.00</td><td>$50.00</td><td>$50.00</td></tr>
<tr><td>DSL Local Access</td><td>$100.00</td><td>$250.00</td><td>$550.00</td></tr>
<tr><td>Rental CPE</td><td>$40.00</td><td>N/A</td><td>N/A</td></tr>
<tr><td>Total</td><td>$165.00</td><td>$300.00</td><td>$600.00</td></tr>
<tr><td rowspan="4">Up to 12 Mbps downsteam/up to 5Mbps upstream*</td><td>CenturyLink IQ Networking VPN Extension (Optional)**</td><td>$25.00</td><td>$50.00</td><td>$50.00</td></tr>
<tr><td>DSL Local Access</td><td>$130.00</td><td>$250.00</td><td>$550.00</td></tr>
<tr><td>Rental CPE</td><td>$40.00</td><td>N/A</td><td>N/A</td></tr>
<tr><td>Total</td><td>$195.00</td><td>$300.00</td><td>$600.00</td></tr>
</table>

*Uplink speeds will vary depending on customer location. Customer's location must qualify.
**Connection to the CenturyLink IQ Networking MPLS network via a VPN Extension (IPSec tunnel) is optional. If Customer does not order CenturyLink IQ Networking VPN Extensions, the total bundle price MRC will be $25 less than the total price shown in the table.
*** Optional onsite DSL installation is available for an additional NRC of $300. An onsite DSL installation request must be included on the initial order.

6. Services.

6.1 CenturyLink IQ Networking Service. Customer has the option to order CenturyLink-configured VPN Extensions in connection with the CenturyLink IQ Delta Port bundles. If VPN Extensions are used in connection with a CenturyLink IQ Delta Port bundle, Customer's Agreement must include CenturyLink IQ Networking Service and Customer must use the CenturyLink-approved Rental CPE identified in the Rental CPE section below. The CenturyLink-approved Rental CPE is subject to the terms and conditions set forth in the Rental CPE Service Exhibit. The following CenturyLink IQ Networking Service features are not available in connection with the CenturyLink IQ Delta Port bundle offer: (a) End-to-End Performance Reporting, (b) Multicast; and (c) QoS.

(a) CenturyLink-Configured VPN Extension. A VPN Extension is an optional feature that is available with layer 3 MPLS Private Ports and Enhanced Ports. CenturyLink will configure the CenturyLink-approved Rental CPE and facilitate the IP Sec tunnel between the CenturyLink-approved Rental CPE and the CenturyLink IPSec device based on information that is submitted to CenturyLink by Customer. CenturyLink will configure up to five IPSec tunnels per Rental CPE device. Customer is responsible for providing accurate information. CenturyLink will provide the Customer with detailed configuration information upon request. CenturyLink will select the provider for IP access and assign a static public IP address. The CenturyLink-approved Rental CPE will be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer will cooperate with CenturyLink in setting the initial configuration for the CenturyLink-approved Rental CPE interface with the VPN Extension Service and comply with CenturyLink's instructions in connection therewith. CenturyLink-Managed and Customer-Managed VPN Extension options are not available as part of a CenturyLink IQ Delta Port bundle. Standard VPN Extension MRCs and NRCs apply.

6.2 Rental CPE. As part of this offer, CenturyLink will configure the CenturyLink-approved Rental CPE and send it to Customer to install. Customer is responsible for physically connecting the Rental CPE, and CenturyLink will provide remote support. Customer may request up to 10 configuration changes per year. In some cases, CenturyLink may use repackaged Rental CPE, or substitute the CenturyLink-approved Rental CPE shown below with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at centurylinkselectadvantage.com. CenturyLink will provide 8x5 NBD Pro-MET® Remote Standard 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 device if a problem is caused by Customer's acquisition of the password; (b) CenturyLink will no longer provide any CPE configuration assistance; (c) any Customer requests for CPE configuration assistance after obtaining password access will be at CenturyLink's then-current time and material rates; and (d) Customer will not be entitled to any SLA service credits. Customer must promptly return all Rental CPE to CenturyLink upon termination, as specified in the Rental CPE Service Exhibit.

Description	CenturyLink-approved Rental CPE -- All Bandwidths
Rental CPE	Cisco 861W

6.3 Local Access Service. Local Access Offer Pricing applies only to the DSL Local Access Service speeds shown in the Pricing Tables ("DSL Local Access Service"). DSL Local Access Service is subject to availability. Service speeds are "up to" and are not guaranteed. Customer must not use the DSL Local Access Service for high volume or excessive use or in a way that impacts network resources or CenturyLink's ability to provide services.

(a) DSL Equipment. "DSL Equipment" means a modem(s) that is provided by CenturyLink for use by Customer or Customer's End Users solely in connection with the DSL Local Access Service. DSL Equipment is separate and apart from the CenturyLink-approved Rental CPE (Cisco 861W) that is provided under the Rental CPE Service. If the DSL Equipment is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay the replacement value for the damaged DSL Equipment, not to exceed $150. If Customer requires on-site assistance from CenturyLink to install the replacement DSL Equipment, an additional dispatch charge will apply at all times. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. The terms and conditions in this Service Exhibit will continue to apply. Replacement DSL Equipment may or may not be the same model.

(b) Customer Responsibilities.

(i) Self installation. Customer or its End User is responsible for self-installing the DSL Equipment once Customer receives it, unless Customer selects a technician installation from CenturyLink for an additional charge. If Customer or Customer's End User is unable to perform the self installation, Customer will be required to pay for on-site installation. Upon termination, Customer must promptly return DSL Equipment to CenturyLink.

(ii) Subscriber Agreements. The parties understand that DSL Local Access Service might be accompanied by a third-party modem agreement and a subscriber agreement that Customer or its End User must click-to-accept on Customer's behalf in order to install the DSL Equipment; however, the parties understand and agree that DSL Local Access Service is provided to Customer by CenturyLink QCC, and the terms and conditions in this Attachment related to DSL Local Access will control.

(c) Customer Support. Customer support is provided Monday through Friday, 8:00 to 5:00 Central Time. The Customer support telephone number for CenturyLink IQ Delta Port service is (877) 886-6515, option 6. Charges may apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. CenturyLink technician dispatch to the Customer premises is not provided as part of this service and will be charged at current time and material rates. Before calling Customer Support, Customer must perform the following steps:

1) Cycle the DSL modem by pulling out the power cable (either from the modem or the power outlet), keep the DSL modem unplugged for a full two minutes and then plug the power cable back in. Customer should give the DSL modem two minutes to train.
2) Verify that all telephony devices are filtered (phones, fax machines, satellite receivers, digital video recorders, alarms, and so on).
3) Verify that the DSL modem is plugged directly into the phone jack. There should be no splitters, filters, or extensions.
4) Verify the phone cord is 10 feet or shorter to the DSL modem.
5) Verify the phone cord is plugged into the 'line' port of the DSL modem.
6) Verify that the DSL modem is plugged into the correct and working jack.

7. 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 Exhibit(s). The Offer 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. In the event of any conflict between any of the following documents, the order of control is this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. All other terms set forth in the Agreement will remain in effect. This Attachment, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the CenturyLink IQ Networking Service Exhibit (if applicable) 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.

EXHIBIT A-17
DOMESTIC OPTICAL WAVELENGTH PRIVATE LINE SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide Domestic Optical Wavelength Private Line Service ("Service" or Domestic Optical Wavelength Private Line Service") under the terms of the Agreement, RSS, and this Service Exhibit.

"Demarcation Point" means the termination point of the POP at the applicable service address.

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

"POP" means a CenturyLink designated point of presence at a location where direct interconnection between the CenturyLink network and the network of another carrier is possible.

"SDH" means synchronous digital hierarchy.

"SONET" means synchronous optical network.

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

2. Service.

2.1 Description.

(a) Service is a Dense Wave Division Multiplexing ("DWDM" or "wavelength") solution with metro and long haul transport applications.
The speed selected is shown on the pricing attachment. Protection is not currently available at all speeds. Service supports SONET and SDH protocols.

(b) The Service will extend to and include the equipment maintained by CenturyLink at the Demarcation Point but will not include CPE, extended wiring, inside wiring, or other equipment not maintained by CenturyLink at a service address.

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

2.3 Obligations Of Customer. Customer will perform those duties outlined in this Exhibit, in the Agreement, and in the Order Forms. Unless otherwise agreed to by CenturyLink in writing, Customer will have sole responsibility for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under this Exhibit. Customer is required to have the CenturyLink Local Access Service Exhibit in conjunction with this Service Exhibit.

2.4 Provisioning Of Domestic Optical Wavelength Private Line Services.

(a) Upon acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of the Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install the Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date will not be a default under this Exhibit. If CenturyLink fails to make the Service available within 60 calendar days of the Estimated Availability Date with respect to such Service, Customer's sole remedy will be to cancel the Order Form which pertains to such Service by giving CenturyLink 10 calendar days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, for metro and long haul applications that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service.

(b) "POP Pairs" means: (i) the originating and terminating POPs for long haul; and (ii) the POP location where the two loops are cross-connected for metro.

2.5 Service Levels. Service is subject to the Lumen Service Level Agreement as set forth in Exhibit B of the Contract.

3. Term; Cancellation. The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered under this Service Exhibit. Each Service ordered during the term will commence on the Start of Service Date and continue for the term specified in the Pricing Attachment ("Term"). Upon expiration of the Term, each Service will automatically renew for another Term, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (b) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; (c) construction costs and expenses incurred by CenturyLink to install such Service, if applicable; and (d) a cancellation charge. The cancellation charge for circuits not requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Term, if any, for the canceled Service plus 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term beyond the first 12 months, if any. The cancellation charge for Circuits requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer cancels that circuit because Customer does not approve such construction, CenturyLink will not charge a cancellation charge for canceling that particular circuit.

4. Charges. Customer will pay the Net Rates set forth in the Pricing Attachment. Recurring charges will be invoiced by CenturyLink on a monthly basis in advance and nonrecurring charges will be invoiced 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 monthly recurring charge covering the period from the Start of Service Date (as defined in this Service Exhibit) to the first day of the subsequent month; and (b) the monthly recurring charge for the following month. The Net Rates will be used to calculate Contributory Charges. For metro only, the loop charge is bundled with the Domestic Optical Wavelength Private Line Service charge. For long haul, the loop charge will appear as a separate line item.

EXHIBIT A-17
DOMESTIC OPTICAL WAVELENGTH PRIVATE LINE SERVICE EXHIBIT

PRICING ATTACHMENT

1. Pricing. The prices quoted for the Service apply to the Inter-Office Channel of the circuit specified from the nearest originating premises to the nearest terminating premises. Customer is responsible for all interconnection costs from the Customer location indicated by the Originating NPA/NXX and the Terminating NPA/NXX to the corresponding POP, when applicable.

2. Domestic U.S. (the District of Columbia and the 48 contiguous United States of America) Service Prices. Customer will pay the following NRCs and MRCs for the CenturyLink Optical Wavelength Private Line Service shown in the table below.

A Location	Z Location	Mileage	Capacity	Term	MRC	NRC
2 Jetway Court, Pueblo, CO 81001 (719/948)	1525 Sherman St, Denver, CO 80203 (303/830)	104	10 Gbps	60	$3,500.00	$0.00
1250 Academy Park Loop, Colo Spgs, CO 80910 (719/574)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	50	10 Gbps	60	$3,500.00	$0.00

A Location	Z Location	Mileage	Capacity	Term	MRC	NRC
2 Jetway Court, Pueblo, CO 81001 (719/948)	1525 Sherman St, Denver, CO 80203 (303/830)	104	1 Gbps	60	$3,250.00	$0.00
1250 Academy Park Loop, Colo Spgs, CO 80910 (719/574)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	50	1 Gbps	60	$3,250.00	$0.00

A Location	Z Location	Mileage	Capacity	Term	MRC	NRC
2 Jetway Court, Pueblo, CO 81001 (719/948)	1525 Sherman St, Denver, CO 80203 (303/830)	104	100 Gbps	60	$5,800.00	$0.00
1250 Academy Park Loop, Colo Spgs, CO 80910 (719/574)	12500 E Arapahoe Rd., Centennial, CO 80112 (303/649)	50	100 Gbps	60	$5,800.00	$0.00

3. Other Charges

3.1 Extended Wiring. If Customer requests CenturyLink to perform extended wiring services, Customer will pay a nonrecurring charge of $1,127 per 2.5G or 1GE and $1,665 per 10G or 10GE circuit to extend the Demarcation Point beyond the building meet-me-point to the Customer's demarcation point. Extended wiring services will not extend past the Customer's demarcation point and do not include inside suite/desktop wiring.

3.2 Expedite Charges. If customer requests expedited delivery of the service then any charges related to expedited delivery of local access circuits for the service ordered will be separately charged.

3.3 Change Order. Any charges related to a change order placed by the customer will be charged separately on an ICB basis.

4. Service Install NRC Discount – Current and Future. Install NRCs specified above or on a valid quote form during the Term will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Extended Wiring, Expedite, and Change Charge are not eligible for any discount.

EXHIBIT A-18
ELYNK SERVICE EXHIBIT

1. General. This Service Schedule is applicable only where Customer orders Lumen eLynk Service ("Service"). "Lumen" is defined for purposes of this Service Schedule as Lumen Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

2. Services.

2.1 This Service is an Ethernet-based offering that enables interconnections with Cloud Providers and to other destinations where one or both of the endpoints are eLynk Interfaces. eLynk Service includes one or more of the following components, as further defined below:

- eLynk Virtual Connection® to a Cloud Provider ("eVC")
- eLynk Interconnection® to a Cloud Provider ("eLynk Interconnection")
- eLynk Interface®

2.2 eVC and eLynk Interconnection. eVC is a point-to-point Layer 2 Ethernet service offered between two IEEE-compliant User Network Interfaces (each a "UNI"). One UNI is purchased by Customer and located on Customer's premises and the other UNI (the "eLynk Interface®") is located at the premises of, and/or controlled by, a specific application provider or data center ("Cloud Provider"). The demarcation point of each eLynk Interface will be the Lumen-designated physical interface located at the Cloud Provider's premises. Customer is solely responsible for obtaining from the relevant Cloud Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect to each eLynk Interface and the Cloud Provider's services. eLynk Interconnection is a point-to-point Layer 2 Ethernet service offered between two eLynk Interfaces. Customer is solely responsible for ensuring its ability to conform to each applicable Cloud Provider's specifications for eVC and eLynk Interconnection Services.

The eVC and eLynk Interconnection are available in various bandwidth increments ranging between 2Mbps to 10Gbps. The UNI is available as a 100Mbps, 1Gbps, or 10Gbps Ethernet port. Lumen will install a network interface device ("NID") at the premise of each UNI. eVCs may be ordered as a VLAN-based solution with dedicated or shared EVPLs that span between an eLynk interface and a UNI or between two eLynk interfaces, which is available at a variety of capacities. The available configuration options for eVC and eLynk Interconnection Services may vary as directed by the applicable Cloud Provider(s).

eVC or eLynk Interconnection Services depend on Lumen's ability to establish and maintain a relationship with the relevant Cloud Provider(s). Customer consents and directs Lumen to provide to the Cloud Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, but not limited to, Customer's name, type and location of interconnection, technical information required to configure the interconnections (such as VLAN), utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Additionally, to the extent that Lumen reasonably believes that disconnection or suspension of the Service is imminent or if the Service is disconnected or suspended, Customer consents to Lumen informing the relevant Cloud

Provider. Lumen is not responsible for the technical interoperation of the Cloud Provider's services with the eVC or eLynk Interconnection Service. Customer or Lumen may terminate eVC or eLynk Interconnection Services without liability in the event that Lumen loses the ability to continue logical or physical connection to the Cloud Provider as directed by the Cloud Provider.

Lumen may, in its reasonable discretion, (i) delay or cancel an Order for Services if the Cloud Provider is unable to timely accommodate the Order, and/or (ii) modify or terminate the affected Service if the Cloud Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Cloud Provider's Service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Likewise, if any such Lumen modification of Service has a material adverse impact on Customer's ability to utilize a Service or increases the pricing, Customer may terminate the affected Service by providing Lumen with no less than 30 days prior written notice. If either Party cancels or terminates a Service as permitted in this paragraph, Customer will not be held liable for cancellation or termination charges associated with the affected Service, and any advance payments associated with such Services will be credited to Customer's account or, if Customer has no other Services from Lumen, returned. The ability to terminate an affected Service without termination liability is Customer's sole and exclusive remedy in the event a Cloud Provider modifies or terminates its arrangement with Lumen.

2.3 eLynk Interface®. eLynk Interface is an IEEE compliant user network interface ("UNI") that conforms to MEF standards. The eLynk Interface is available as a 1Gbps or 10Gbps Ethernet port and may be ordered with a single or dual handoff. A dual handoff gives Customer two ports, one in an active and one in a standby configuration. An eLynk Interface may be ordered by Customers who are application providers or data centers, situated at their premises and who are connected via an eVC with an IEEE-compliant UNI ordered from Lumen by third party end users that are customers of both Lumen and Customer (collectively "e-Lynk End Users" and individually "eLynk End User") to create a point-to-point Layer 2 Ethernet service between the two UNIs at a variety of speed intervals. An eLynk Interface also may be connected via an eLynk Interconnection to another eLynk Interface situated at a third party Cloud Provider's premises to provide connectivity between Customer and the Cloud Provider.

Lumen will notify Customer when an eLynk End User desires to connect to the eLynk Interface on Customer's premises. Upon receipt of such notice, Lumen and Customer will work together in good faith to exchange information and consents necessary to enable the eLynk End User to make the desired connection. Lumen will enter into a separate contract with all eLynk End Users for services provided by Lumen and Customer will enter into a separate contract with all eLynk End Users for services provided by Customer.

Without liability, Lumen may hold, delay or cancel pending orders by eLynk End Users due to capacity constraints on the eLynk Interface, acts or omissions of Customer or eLynk End Users, or other factors. The demarcation point of the eLynk Interface will be the Lumen-designated physical interface located in Lumen's space at the Service address identified in an Order.

2.4 Service Levels. Service is subject to the Lumen Service Level Agreement as set for in Exhibit B of the Contract. and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Customer will separately contract with Cloud Provider for its access to the Cloud Provider. Customer is solely responsible for configuring and accepting from the Cloud Provider the virtual circuit that connects Lumen's circuit to Customer's virtual private cloud with the Cloud Provider. Customer's contractual relationship with the Cloud Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Cloud Provider, nor is Lumen responsible for Cloud Provider's performance of its obligations to Customer, or for Cloud Provider's acts or omissions. Lumen is not responsible to maintain, bill or pay for any service provided to Customer by the Cloud Provider. Similarly, Cloud Provider is not responsible to maintain or pay for the eVC or eLynk Interconnection Service. Any outages or degradation in eVC or eLynk Interconnection Services attributable to the Cloud Provider are deemed Excused Outages.

3.2 Customer consents to Lumen providing certain information about the eLynk Interface ordered to each connecting eLynk End User, including but not limited to Customer's name and location of interconnection, technical information required to configure for interconnection (such as VLAN), utilization rate of the Service, as well as information concerning outages, performance, maintenance activities, and operational status of the Service.

3.3 Customer agrees to use commercially reasonable efforts to provide Lumen at least 10 business days advance notice of any maintenance or changes planned by Customer that may impact eLynk End Users. Lumen may, but is not required to, provide notification of such maintenance or changes to the affected eLynk End Users. Customer agrees to provide Lumen not less than 30 days advance notice of disconnection of Service or any modification that may impact the eLynk End Users' interconnection with the Service or use of Cloud Provider's service. Lumen may inform eLynk End Users of any possible modifications.

3.4 Unless otherwise agreed to by the parties, Customer grants Lumen the right to use Customer's name in contracts, promotional materials and on Lumen's website to inform customers and prospective customers of Lumen's ability to connect to Customer via eLynk. Additionally, subject to Customer's prior approval, Lumen may use Customer's logos, service marks, trade dress, URL, domain names and/or other business identifiers in promotional materials and on Lumen's website.

4. Reserved.

EXHIBIT B, SERVICE LEVEL AGREEMENTS

EXHIBIT B, SERVICE LEVEL AGREEMENTS

CENTURYLINK DOMESTIC METRO ETHERNET ("Metro Ethernet**" or "**Service**")**
SERVICE LEVEL AGREEMENT ("SLA**")**

Any Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") intrastate tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules, whether individually or together, will be referred to as "Tariff" in this SLA. CenturyLink offers this SLA in accordance with the applicable Tariff and Technical Publication 77411 ("Tech Pub"). All customer-provided backup power, racks, and cabinets must meet the requirements described in CenturyLink Technical Publication Nos. 77368 and 77419. Any service disruption deemed by CenturyLink in its sole discretion to have resulted from issues related to Customer-provided backup power, racks, or cabinets relieves CenturyLink of all its obligations under this SLA. In the event of a conflict between the terms of this SLA and the Tariff or Tech Pub, the terms of the Tariff and Tech Pub will control. If Service becomes de-Tariffed, this SLA will be offered in accordance with this SLA and the Tech Pub, rather than the applicable Tariff. Interstate Metro Ethernet is offered in accordance with this SLA and the Tech Pub. Capitalized terms not defined in this SLA are defined in customer's agreement for Metro Ethernet.

Metro Ethernet is a flexible, easy-to-use, transport service that uses established Ethernet transport technology. Metro Ethernet allows customers to connect multiple enterprise locations within a service area using native Ethernet protocol. Metro Ethernet is available over three distinct designs: Customer Premises, Central Office, and Ethernet with Extended Transport (EwET).

Customer Premises Metro Ethernet supports transmission speeds as low as 5 Mbps in all markets (3 Mbps and 7Mbps are available in select markets) up to 1 Gbps in increments of 10 Mpbs from 10 to 100 Mbps and in increments of 100 Mbps from 100 to 1,000 Mbps. Central Office Metro Ethernet supports transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps. EwET Metro Ethernet supports transmission speeds as low as 5 Mbps and up to 40 Mbps.

1. Service Availability Objective.

Service availability is defined as the ability of a customer to exchange data packets with the Metro Ethernet network at the User-Network Interface ("UNI") via customer provided equipment ("CPE"). Availability specifies the percentage of time the customer's Metro Ethernet meets (or exceeds) the throughput, latency, and packet loss performance objectives over any calendar month and may be expressed as:

$$\% \text{ Availability} = \frac{(\text{Total Time} - \text{Outage Time}) \times 100}{\text{Total Time}}$$

All UNI	Availability Objective (Monthly)
With Single Cable Entrance	99.9%
With Dual Cable Entrances (see Note a. below)	99.95%

Notes:

a. Equipment located on the customer's premises will have a single cable entrance unless the building owner elects to provide two physically separated cable entrances into the building. A second entrance to the customer's premises affords further diversity protection. When desired, it is a customer's responsibility to provide a second entrance. That second entrance much meet existing CenturyLink entrance facility standards. For additional information see CenturyLink Technical Publication 77344, *Diversity and Avoidance.*
b. Service availability includes all components of the Metro Ethernet network from edge site / switch to edge site / switch within a metro region for customers with two or more locations of from edge site / switch to core switch for customers with one location in a metro.
c. Service interruptions caused by CenturyLink planned network maintenance activities, maintenance at the customer premises, or loss of customer traffic due to malfunction of CPE are excluded from the availability calculation. The Metro Ethernet availability objective assumes two hours every six months for the network maintenance window.

2. Throughput Objective.

The Metro Ethernet bandwidth profile is a limit on the rate at which Ethernet frames can traverse the UNI. Metro Ethernet offers a better than best effort bandwidth or throughput for each customer network access link. Specifically, the Metro Ethernet Committed Information Rate (CIR) is the minimum bandwidth or throughput that the Metro Ethernet network will deliver for at least 256 byte frames in both ingress and egress directions under normal operating conditions. For smaller frame sizes customer packets may be dropped.

Through CIR, bandwidth will be available in the increments ordered by the customer. CIR rates will be met by adequate rate-limiting of the Metro Ethernet Layer 2 edge and core switches, and SONET transport infrastructure where applicable.

3. Latency Objective.

EXHIBIT B, SERVICE LEVEL AGREEMENTS

Latency or delay is defined as the time interval between the transmission of a signal at one point and the reception or detection of the same signal at another point. Unidirectional or One-Way Delay ("OWD") is the elapsed time between when a node sends a packet and when the packet is received by another node. OWD is also referred to as end-to-end transit delay.

For Metro Ethernet service, the one-way delay is the time measured between when the first bit of an Ethernet frame enters the ingress UNI to when the last bit of the same frame leaves the egress UNI. Specifically, from edge site / switch to edge site / switch within a metro region for customers with two or more locations or from edge site /switch to core switch for customers with one location in a metro. The latency performance objective across a single Metro Ethernet network will be as indicated below:

Latency (One-Way)	Objective (Monthly Average)
Maximum	Less than 25 milliseconds
Typical	Less than 15 milliseconds

Thus, over any calendar month, 100% of the successfully delivered egress frames (discarded or lost frames are not counted) will have an average one-way delay of less than 25 milliseconds. This Metro Ethernet performance parameter applies to all supported Ethernet line / data rates (at the UNI), i.e. access ports and bandwidth profiles, frame sizes, alternate fiber routes where applicable and represents the total delay attributable to the Metro Ethernet network.

4. Packet Loss Objective.

The packet loss performance parameter identifies the percentage of in-profile Ethernet frames ("green" frames that are within CIR) not reliably delivered between UNIs over a given measurement interval. Any frames that are out-of-profile ("yellow" or "red" frames, i.e. exceeding the CIR) are not counted towards the number of lost frames.

Customer frames that may additionally be blocked or discarded at the UNI and not counted towards the packet loss objective include the following:

- Runts or frame size less than 64 bytes
- Jumbo frames with a maximum transmission unit greater than 1522 bytes
- Corrupted frames with cyclic redundancy check, frame check sequence of alignment errors

Packet loss is defined as the percentage of packets that are dropped within, or between switches that are a part of, the Metro Ethernet network. Specifically, from edge site / switch to edge site / switch within a metro region for customers with two or more locations or from edge site / switch to core switch for customers with one location in a metro. CenturyLink will engineer the Metro Ethernet network to minimize packet loss such that the performance objective will not exceed the following:

Performance Parameter	Dropped Packets Objective (Monthly Average)
Packet Loss Ratio	No more than 0.1%
	No more than 0.001% for priority 1 ("P1") packets in the Metro Ethernet core network

Note: The Metro Ethernet core network is defined as from the first (CenturyLink-provided) core switch to the last core switch in a metro for a particular Ethernet Virtual Connections ("EVC") traffic flow. Thus, over any calendar month the Metro Ethernet network will successfully deliver at least 99.9% of the customer's packets from UNI to UNI or 99.999% for P1 traffic in the core.

5. VLAN Leakage Objective.

There will be zero VLAN or MAC address leakage across the Metro Ethernet network. Metro Ethernet does not currently support the routing or communication of traffic between VLANs or EVCs.

6. Quality of Service Objective.

When Quality of Service is purchased by the customer then the following applies:

- The service level availability commitment for Quality of Service is that 99.999% of the packets will conform to the bandwidth profile delivered across the core network, without being dropped or lost as a result of a fault within the Virtual Ethernet Network. This equates to a Quality of Service Pack loss ratio of no more than 0.001%. Thus, over any calendar month the Metro Ethernet network will successfully deliver at least 99.999% of a customer's packets from core to core.
- When the SLA is not met, the SLA credit will apply to the monthly recurring charge ("MRC") for every increment of 3 Mbps (in select markets) or 5 Mpbs of P1 traffic.
- The credit will equal 1/30th of the MRC for every 5 Mbps of affected Priority 1 traffic.
- The maximum amount of credit provided in a given month will not exceed the total MRC for the affected Service.

EXHIBIT B, SERVICE LEVEL AGREEMENTS

7. Protect Routing Objective.

When protect routing is purchased by the customer then the following applies:

- The service guarantee will be for a 99.99% circuit availability over a 30 day period which equates to 4 minutes 20 seconds of downtime.
- No credit will be allowed for an interruption of less than 4 minutes 20 seconds, multiple outages of each less than 4 minutes 20 seconds will not be added together.
- A credit of 1/30th of the MRC will be paid out for any outage occurrence that exceeds 4 minutes 20 seconds. Credit will be limited to one credit for each 24 hour period in which an outage(s) occur. Credit will be comprised of all affected MRC elements.
- The Maximum amount of credit provided in a given month will not exceed the total MRC for the affected Metro Ethernet.

8. Mean Time to Repair Objective.

CenturyLink is responsible for maintaining all equipment and cable on the Metro Ethernet network side of the UNI at customer locations, and the transmission facility between UNIs.

CenturyLink will furnish the customer with a trouble reporting telephone number.

Upon receipt of a trouble alarm or report, CenturyLink will initiate action within 20 minutes to clear the trouble and will commit to the following service restoral times for Metro Ethernet:

- Four hours maximum in the event of a service interruption due to an electronic component failure
- Eight hours maximum if the trouble is caused by a cable failure

EXHIBIT B, SERVICE LEVEL AGREEMENTS

Lumen Service Level Agreement

Updated August 10, 2021

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

1. Availability Tiers

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

Table 1.1

Availability Tier	Qualifying Services
BRONZE	• Unprotected Wavelength Service • Off-Net Unprotected EPL Service within North America • On-Net Unprotected EPL Service within North America*, Europe, Latin America** and Service that includes subsea cable
SILVER	• Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable, • Off-Net Internet Services outside North America ("Silver Internet"), • Off-Net MPLS (IPVPN and VPLS) Services outside North America ("Silver MPLS (IPVPN and VPLS)"), • Standalone Managed Service • Broadband Internet Access with Backup Cellular Internet Access • Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or • Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access****
GOLD	• Protected Wavelength Service • On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable, • All On-Net Internet Services and Off-Net Internet Services in North America (collectively "Gold Internet"), • All On-Net MPLS (IPVPN and VPLS) Services and Off-Net MPLS (IPVPN and VPLS) Services in North America (collectively "Gold MPLS (IPVPN and VPLS)"), • Gold Internet with Broadband Internet Access or Backup Cellular Internet Access**** • Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • Dynamic Connections – IPVPN, or • Managed Services with MPLS (IPVPN and VPLS) or Internet Service at a Site
PLATINUM	• On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America, • On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, • eLynk, or • Dynamic Connections – Ethernet
PLATINUM MANAGED SERVICE***	• High Availability Managed Services

* Any references to North America mean the United States and Canada.
** Any references to Latin America include Mexico.
*** CenturyLink SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.
**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

2. Service Availability Service Level

EXHIBIT B, SERVICE LEVEL AGREEMENTS

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

If Customer purchases Managed Services and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS) or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS) or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service, the Service Tier that the Managed Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies.

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

Table 2.1

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 – 00:43:00 = 10% 00:43:01 – 04:00:00 = 20% 04:00:01 – 08:00:00 = 30% 08:00:01 – 12:00:00 = 40% 12:00:01 – 20:00:00 = 50% 20:00:01 or greater = 100%
SILVER	99.9%	00:43:21 – 04:00:00 = 10% 04:00:01 – 8:00:00 = 20% 08:00:01 – 12:00:00 = 30% 12:00:01 – 16:00:00 = 40% 16:00:01 – 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.5%	03:36:01 – 10:00:00 = 10% 10:00:01 – 14:00:00 = 20% 14:00:01 – 18:00:00 = 30% 18:00:01 – 22:00:00 = 40% 22:00:01 – 26:00:00 = 50% 26:00:01 or greater = 100%

3. Installation Service Level

Lumen will exercise commercially reasonable efforts to install (i) a Managed Service or Network Service except for Dynamic Connections-IPVPN or Dynamic Connections-Ethernet on or before the Customer Commit Date specified for the Service or (ii) a Dynamic Connections-IPVPN or Dynamic Connections-Ethernet Service within 24 hours of Lumen's receipt of Customer's order or request for circuit connection. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1 or Table 3.2.1. If Customer's Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Installation Service Level. Instead, this Installation Service Level is Customer's sole remedy for delayed installation of the Service. This Installation Service Level does not apply to Enterprise Access Services.

3.1 Installation Service Level for all Managed Services and Network Services except for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet.

Table 3.1.1

EXHIBIT B, SERVICE LEVEL AGREEMENTS

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

3.2 Installation Service Level for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet

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

Table 3.2.1

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

4. Performance Service Level

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

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

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

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra–United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Intra-Latin America	<120ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<150ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<270ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<200ms	<3ms
North America to Latin America^	<140ms	<3ms
Europe to Asia^	<345ms	<3ms
Europe to Latin America^	<210ms	<3ms
Asia to Latin America^	<315ms	<3ms

* Internet Service is not eligible for the Jitter Service Level.
** Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.
**** Region is not available for Internet Service.
^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

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

POP to POP Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

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

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

Region	**Packet Delivery**
Global	99.95%

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

Table 4.2.1 End-to-End Service Levels

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

	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

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

Table 4.2.2 Loop Factor Latency Table

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

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

Table 4.3.1

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

Jitter*	>2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%

5. Managed Services Service Level

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services.

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

Table 5.1.1

Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date	Service Level Credit of Managed Service MRC
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

5.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer Managed Virtual Network Functions provided by the Adaptive Virtual Services platform.

Table 5.2.1

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

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

Table 5.3.1

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

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

Table 5.3.2

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

EXHIBIT B, SERVICE LEVEL AGREEMENTS

4	40%
5 or more	50%

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

Table 5.4.1 Time To Resolve Service Level

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours
Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

Table 5.4.2 Time To Resolve Service Level Credits High Severity

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

Table 5.4.3Time To Resolve Service Level Credits Medium Severity

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

Table 5.4.4Time to Resolve Service Level Credits Low Severity

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

5.5 Managed Device Replacement Service Level. If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. "problem dispatch"), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. For Reference purposes, the Lumen Zone List can be found at this http://www.centurylink.com/legal/SDWAN/ZoneList.pdf. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer's failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

Table 5.5.1

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

EXHIBIT B, SERVICE LEVEL AGREEMENTS

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

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

Table 5.5.2

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

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

6. Chronic Outage Service Level

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

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

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

7. Credit Request Process

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

8. Limitations

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

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

EXHIBIT B, SERVICE LEVEL AGREEMENTS

9. Definitions

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

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

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

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

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

"Billing Cycle Charges" or "BCC" is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Dynamic Connections- Ethernet and Dynamic Connections-IPVPN Service billed on an hourly basis instead of a monthly recurring charge.

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

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

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

"CPE" is defined as Customer premises equipment.

"Critical Incident" is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at http://www.lumen.com/service-guides and is subject to change.

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

"Enterprise Access Service" is defined as Broadband Internet Access Service or Cellular Internet Access Service.

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

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

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

EXHIBIT B, SERVICE LEVEL AGREEMENTS

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

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

"Incident" is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at http://www.lumen.com/service-guides and is subject to change.

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

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

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

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

"Managed Service" is defined as CenturyLink SD-WAN with Versa Networks, CenturyLink SD-WAN with Cisco Meraki, or Managed Network Service.

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

"Network Service" is defined as Internet Service, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

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

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

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

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

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

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

"Qualifying Service" is defined as the Services listed in Table 1.1. For clarity, Ethernet services provided by CenturyLink Communications, LLC d/b/a Lumen Technologies Group are not eligible for this Service Level Agreement.

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

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

"Service Unavailability" is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual

EXHIBIT B, SERVICE LEVEL AGREEMENTS

Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

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

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

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

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

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

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

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

EXHIBIT B, SERVICE LEVEL AGREEMENTS

This Service Level Agreement ("SLA") only applies to On-Net Access circuits ("Service") ordered by CenturyLink's customer ("Customer") pursuant to a signed agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." Service terminates at CenturyLink's Minimum Point of Entry (MPOE) as determined by CenturyLink.

1. Definitions

"Calendar Month" refers to the period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

2. Availability Objective

CenturyLink offers the following SLA for Service with a minimum one-year Service term. The SLA is effective as of the first day of the second month after initial installation and Customer acceptance of Service.

Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive from CenturyLink a credit if the availability of a particular circuit ("Circuit Availability") for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. CenturyLink guarantees the Circuit Availability only to the point to which CenturyLink can perform remote loop back testing, even if the demarcation point extends past such point. Service will for purposes of this document be deemed to be unavailable to Customer only if the circuit ("Affected Circuit") is subject to an interruption (other than as noted in this SLA) that results in the total disruption of the Service ("Outage").

The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer's monthly recurring charges ("MRCs") for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability Percentage is calculated as follows:

$$\left[\frac{\text{(Applicable Days in Calendar Month x 24 x 60) - (Minutes of Outage on Affected Circuit in Calendar Month)}}{\text{(Applicable Days in Calendar Month x 24 x 60)}} \text{ x } 100\right]$$

For purposes of measuring Customer's Circuit Availability, the CenturyLink Trouble Management System determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the CenturyLink Trouble Management System, and CenturyLink's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Circuit as evidenced by the appropriate network tests conducted by CenturyLink.

Credit Schedule for Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.999%	0%
< 99.999%	99.99%	5%
< 99.99%	99.9%	10%
< 99.9%	99.5%	25%
< 99.5%	0%	50%

Subject to the terms, exclusions and restrictions described in this SLA, in the event Customer experiences chronic Outages with respect to any circuit, Customer will be entitled to terminate the Affected Circuit. A circuit suffers from chronic Outages if such circuit, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days' prior written notice to CenturyLink, terminate the Affected Circuit without incurring any termination charges associated with that Affected Circuit except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to the termination right, have waived its right to such termination right.

3. Terms and Conditions

EXHIBIT B, SERVICE LEVEL AGREEMENTS

CenturyLink is offering Service in accordance with the applicable CenturyLink agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable CenturyLink agreement, the terms of this document will control.

To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included in this SLA, (i) be in good standing with CenturyLink and current in their obligations, other than those invoices that are recognized as being in dispute, and (ii) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 days of the Outage resolution. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

CenturyLink will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Circuit, subject to the restrictions and exclusions in this SLA. Outage Credits for any Calendar Month must exceed $25.00 to be processed. In no case will CenturyLink provide credit to Customer for an Affected Circuit that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Circuit for a maximum of four months in any 12-month period.

CenturyLink will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of Service and will apply in lieu of any other Service interruption guarantee or credit, outage guarantee or credit or performance credit for which Customer might have otherwise been eligible. If Customer receives an Outage Credit, Customer is not entitled to receive any other credit that may be available under the local access service provided or ordered by CenturyLink on behalf of Customer for the Affected Circuit in that Calendar Month.

Except as provided in this SLA, the objectives and related remedies set forth herein will not apply to CenturyLink services other than the Service.

4. Restrictions and Exclusions

An Outage will not be deemed to have occurred if the Service is unavailable or impaired due to any of the following:

(a) Interruptions on a circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that CenturyLink and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
(b) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Service;
(c) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer's premises equipment;
(d) Interruptions during any period in which CenturyLink or its agents are not afforded access to the premises where Service is terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
(e) Interruptions during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released Service to CenturyLink for the installation of a customer service order;
(f) Interruptions during any period when Customer elects not to release the circuit for testing and/or repair and continues to use it on an impaired basis;
(g) Interruptions resulting from force majeure events beyond the reasonable control of CenturyLink including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
(h) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
(i) Interruptions resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the Agreement pursuant to which CenturyLink is providing Service to Customer;
(j) Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
(k) Interruptions due to improper or inaccurate network specifications provided by Customer;
(l) Interruptions resulting from a failure of a carrier other than CenturyLink providing local access circuits; or
(m) Special configurations of the Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.

EXHIBIT B, SERVICE LEVEL AGREEMENTS

CENTURYLINK IQ® NETWORKING
RETAIL SERVICE LEVEL AGREEMENT
(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") is effective as of the first day of the second month after initial installation of Services. "Service" includes the applicable components of CenturyLink IQ Networking Service and Dedicated Hosting Collocation Service. This SLA applies to Service ordered by CenturyLink's customer pursuant to an agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

1. Network and Port Components.

1.1 Components. The SLA Goal measurement includes: (a) all network components of the CenturyLink IP network; (b) all network components of the CenturyLink ATM and Frame Relay networks as incorporated into the Service; and (c) CenturyLink Provided Access for the domestic Network Availability and Installation goals only. The CenturyLink IP, ATM, and Frame Relay networks include routers, switches, fiber and any other facilities that are owned by CenturyLink or other providers specifically designated by CenturyLink for international IP service ("International Service Providers"). As defined in this SLA, a "POP" means a CenturyLink point of presence location, as determined by CenturyLink, that represents the provider edge of the CenturyLink IP, ATM or Frame Relay network or an International Service Provider POP. "CenturyLink Provided Access" means local backbone access circuits in the continental U.S. (a) ordered and leased by CenturyLink from another carrier on Customer's behalf; or (b) provided solely on CenturyLink owned and operated facilities. This includes Special Access, Ethernet Local Access, Frame Partner Access, and ATM Partner Access technologies, as defined in the Local Access Service Exhibit. "Affected Service" means the particular CenturyLink IQ Networking Port that fails to meet the applicable Goal.

1.2 Regions. A list of international regions (including Customer Service Center support information) and corresponding Tiers is appended to this SLA as Attachment 1, located at http://www.centurylink.com/legal.

Domestic Regions	SLA Components:
Intra U.S.	The CenturyLink IP network within the 48 contiguous U.S. states
Hawaii to U.S. West Coast ("Hawaii")	CenturyLink Trans-Hawaii IP network to the continental U.S. CenturyLink IP network in the Los Angeles Metro Area
Alaska to U.S. Pacific Northwest ("Alaska")	CenturyLink Trans-Alaska IP network to the continental U.S. CenturyLink IP network in the Seattle Metro Area

2. Goals.

2.1 Domestic Network and Port-Related Goals. The following domestic service level goals ("Goals") apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, "CenturyLink IQ Networking Ports") purchased from CenturyLink pursuant to an agreement. If a Bandwidth Tier applies, Goals for CenturyLink IQ Networking Ports only apply to the portion of traffic that is within the contracted Bandwidth Tier and will not apply to the CenturyLink IQ Networking Port bandwidth usage that exceeds the Bandwidth Tier. The Goals associated with Latency, Packet Delivery, Jitter, and Black Hole Filtering are measured using monthly averages from the CenturyLink IP network and apply in the listed regions after the ports have been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals. International Goals for Availability, Latency, Packet Delivery, and Jitter are appended to this SLA in Attachment 1.

(a) Network Availability. The availability of the Service ("Network Availability") is measured by "Network Downtime," which exists when a particular CenturyLink IQ Networking Port of Customer is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by CenturyLink in the CenturyLink trouble management system to the time the affected CenturyLink IQ Networking Port is again able to transmit and receive data. Network Availability for ports with Frame Partner Access or ATM Partner Access is only applicable if Customer provides ready access to associated routers for monitoring purposes.

EXHIBIT B, SERVICE LEVEL AGREEMENTS

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	100%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day's charges pro-rated from the MRC.

(b) Latency. The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. Latency is calculated as follows:

$$\frac{\Sigma \text{ (Roundtrip Delay for POP-POP trunks)}}{\text{Total Number of POP-POP trunks}} = \text{Latency}$$

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
North America				
Intra U.S.	42 ms	43 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Hawaii Alaska	75 ms	76 – 95 ms = 10%	96 - 120 ms = 25%	Greater than 120 ms = 50%

*subject to requirements and limitations in Section 4

(c) Packet Delivery. Packet Delivery will be measured on an ongoing basis every five minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs.

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S. Hawaii Alaska	99.90%	99.01 % - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

(d) Jitter. Jitter is a measurement of the interpacket delay variance and packet loss in the CenturyLink IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic. This Goal does not apply if the Internet Port is used in conjunction with DDoS Mitigation Service.

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S.	2 ms	2.1 – 3 ms = 10%	3.1 – 4 ms = 25%	Greater than 4 ms = 50%
Hawaii Alaska	4 ms	4.1 – 5 ms = 10%	5.1 – 6 ms = 25%	Greater than 6 ms = 50%

(e) Reporting. The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time CenturyLink reports the Network Downtime to Customer by the agreed upon notification method. This Goal does not apply to Ports that use Ethernet Local Access.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*

EXHIBIT B, SERVICE LEVEL AGREEMENTS

Intra U.S. Hawaii Alaska	10 minutes	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

(f) Installation. The Installation Goal measures the installation times for CenturyLink Provided Access ordered in conjunction with CenturyLink IQ Networking Ports only. The Installation Goal only applies if there are existing CenturyLink facilities in the location that supports the Affected Service. Installation is measured from the date CenturyLink Engineering accepts the CenturyLink Provided Access order. If Customer has a designated Key Port, the applicable Installation Goal shown below will apply to that Key Port, and the installation of related non-Key Ports will occur the later of: (i) within 10 business days after that Key Port's Start of Service Date; or (ii) within the normal Installation Goal for that Port, as measured from the date CenturyLink Engineering accepts the order. If no Key Port is designated, CenturyLink will follow normal installation intervals without special sequencing.

Region	Goal		Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	DS-1	22 business days	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable Goal until the CenturyLink Provided Access is installed, for a maximum of 15 days' charges.
	DS-3 OC-3 OC-12	33 business days	
	Ethernet 10 – 1000 Mbps	66 business days	
Hawaii Alaska	DS-1	22 business days	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable Goal until the CenturyLink Provided Access is installed, for a maximum of 15 days' charges.
	DS-3 OC-3 OC-12	43 business days	

(g) Black Hole Filtering. Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, the Black Hole Filtering Goal is measured from the time CenturyLink receives permission and all necessary information from Customer to implement a null-route and the actual placement of a null-route on the affected destination IP address. The Black Hole Filtering Goal is only applicable to Internet Ports and the Internet Port portion of Enhanced Ports.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	15 minutes	Failure to implement a null routing within the Goal qualifies Customer for one day's charges pro-rated from the MRC of the Port of the Affected Service, up to a maximum of one such credit accrued per day.

3. Maintenance.

3.1 Network Normal Maintenance. "Normal Maintenance" means upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. "Local Time" means the local time in the time zone in which an Affected Service is located. CenturyLink may change the maintenance window times upon posting to the website or other notice to Customer. CenturyLink will undertake Normal Maintenance during the hours and upon the prior notice time period stated below. International Maintenance hours are located in Attachment 1 to this SLA.

Region	Normal Maintenance Hours	Prior Notice
Intra U.S. Hawaii Alaska	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

EXHIBIT B, SERVICE LEVEL AGREEMENTS

3.2 Network Urgent Maintenance. "Urgent Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. CenturyLink may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

*subject to requirements and limitations in Section 4

4. General.

4.1 Remedies. To be eligible for service credits, Customer must be in good standing with CenturyLink and current in its obligations. To receive service credits, Customer must contact the Customer Service Center at 1-800-860-1020 and submit the relevant trouble ticket information within 30 calendar days from the date when the relevant SLA Goal was not met. CenturyLink will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to CenturyLink Provided Access. The maximum service credits for CenturyLink IQ Networking Service or Dedicated Hosting Collocation Service issued in any one calendar month will not exceed: (a) for Goals related to Network Availability, Reporting, Installation, and Black Hole Filtering, seven days' charges pro-rated from the MRC of the Affected Service; or (b) for Goals not listed in (a), 50% of the MRCs of the Affected Service less any credits calculated under (a). In no event will the total credit, in the aggregate for all credits issued in one month for CenturyLink IQ Networking Service or Dedicated Hosting Collocation Service exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative credits in any one month must exceed $25.00 to be processed. If Customer fails to notify CenturyLink in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

4.2 Limitations. This SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by 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 use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

4.3 Customer Termination Rights. In the Intra U.S., Hawaii, and Alaska regions, Customer may terminate the Affected Service without Cancellation Charges if, in any single calendar month: (a) Network Downtime exists for at least 24 hours in the aggregate; or (b) Network Downtime exists for a period of at least eight consecutive hours. Customer may terminate the Affected Service by providing written notice to the Customer Service Center with a courtesy copy to the attention of CenturyLink's General Counsel within 20 days after either one of the Network Downtime events described in subsections (a) or (b) above occur. Such termination will be effective 45 days after receipt of written notice by CenturyLink. For all other regions, Customer may terminate the Affected Service without early termination charges if CenturyLink is unable to restore the Affected Service to meet the Goals herein within a 60 day cure period. The 60 day cure period will begin after a trouble ticket is opened. Customer may terminate the Affected Service by providing written notice to the Customer Service Center with a courtesy copy to the attention of CenturyLink's General Counsel within 20 days after the 60 day

cure period ends. Such termination will be effective upon receipt of written notice by CenturyLink of termination from Customer, unless Customer requests Service to be continued during a transition period and establishes a new termination date. Customer is responsible for all Service charges until the termination date. If Customer fails to notify CenturyLink in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service.

EXHIBIT B, SERVICE LEVEL AGREEMENTS

CENTURYLINK ON-NET LOCAL ACCESS
SERVICE LEVEL AGREEMENT
(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") only applies to On-Net Access circuits ("Service") ordered by CenturyLink's customer ("Customer") pursuant to a signed agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." Service terminates at CenturyLink's Minimum Point of Entry (MPOE) as determined by CenturyLink.

2. Definitions

"Calendar Month" refers to the period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

2. Availability Objective

CenturyLink offers the following SLA for Service with a minimum one-year Service term. The SLA is effective as of the first day of the second month after initial installation and Customer acceptance of Service.

Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive from CenturyLink a credit if the availability of a particular circuit ("Circuit Availability") for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. CenturyLink guarantees the Circuit Availability only to the point to which CenturyLink can perform remote loop back testing, even if the demarcation point extends past such point. Service will for purposes of this document be deemed to be unavailable to Customer only if the circuit ("Affected Circuit") is subject to an interruption (other than as noted in this SLA) that results in the total disruption of the Service ("Outage").

The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer's monthly recurring charges ("MRCs") for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability Percentage is calculated as follows:

$$\left(\frac{\text{(Applicable Days in Calendar Month x 24 x 60) - (Minutes of Outage on Affected Circuit in Calendar Month)}}{\text{(Applicable Days in Calendar Month x 24 x 60)}} \text{ x } 100\right)$$

For purposes of measuring Customer's Circuit Availability, the CenturyLink Trouble Management System determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the CenturyLink Trouble Management System, and CenturyLink's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Circuit as evidenced by the appropriate network tests conducted by CenturyLink.

Credit Schedule for Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.999%	0%
< 99.999%	99.99%	5%
< 99.99%	99.9%	10%
< 99.9%	99.5%	25%
< 99.5%	0%	50%

Subject to the terms, exclusions and restrictions described in this SLA, in the event Customer experiences chronic Outages with respect to any circuit, Customer will be entitled to terminate the Affected Circuit. A circuit suffers from chronic Outages if such circuit, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days' prior written notice to CenturyLink, terminate the Affected Circuit without incurring any termination charges associated with that Affected Circuit except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to the termination right, have waived its right to such termination right.

3. Terms and Conditions

CenturyLink is offering Service in accordance with the applicable CenturyLink agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable CenturyLink agreement, the terms of this document will control.

To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included in this SLA, (i) be in good standing with CenturyLink and current in their obligations, other than those invoices that are recognized as being in dispute, and (ii) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 days of the Outage resolution. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

CenturyLink will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Circuit, subject to the restrictions and exclusions in this SLA. Outage Credits for any Calendar Month must exceed $25.00 to be processed. In no case will CenturyLink provide credit to Customer for an Affected Circuit that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Circuit for a maximum of four months in any 12-month period.

CenturyLink will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of Service and will apply in lieu of any other Service interruption guarantee or credit, outage guarantee or credit or performance credit for which Customer might have otherwise been eligible. If Customer receives an Outage Credit, Customer is not entitled to receive any other credit that may be available under the local access service provided or ordered by CenturyLink on behalf of Customer for the Affected Circuit in that Calendar Month.

Except as provided in this SLA, the objectives and related remedies set forth herein will not apply to CenturyLink services other than the Service.

4. Restrictions and Exclusions

An Outage will not be deemed to have occurred if the Service is unavailable or impaired due to any of the following:

(n) Interruptions on a circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that CenturyLink and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
(o) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Service;
(p) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer's premises equipment;
(q) Interruptions during any period in which CenturyLink or its agents are not afforded access to the premises where Service is terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
(r) Interruptions during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released Service to CenturyLink for the installation of a customer service order;
(s) Interruptions during any period when Customer elects not to release the circuit for testing and/or repair and continues to use it on an impaired basis;
(t) Interruptions resulting from force majeure events beyond the reasonable control of CenturyLink including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
(u) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
(v) Interruptions resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the Agreement pursuant to which CenturyLink is providing Service to Customer;
(w) Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
(x) Interruptions due to improper or inaccurate network specifications provided by Customer;
(y) Interruptions resulting from a failure of a carrier other than CenturyLink providing local access circuits; or
(z) Special configurations of the Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.

EXHIBIT C, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the "Exhibit") is an essential part of the Contract between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to "Contract" shall include this Exhibit.

1. PROTECTION OF SYSTEM DATA

A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. The Parties agree that Contractor will not be deemed to have access to State Information Technology resources or State Records when the State transmits, stores, or accesses State systems thru the use of data transport services provided by Contractor. State will be responsible for applying encryption, as required under applicable laws, for data that is transmitted, received, accessed or stored thru use of data transport services provided by Contractor. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

B. The terms of this Exhibit shall apply to the extent that Contractor's obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:

i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;

ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and

iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.

C. Contractor shall, and shall cause its Subcontractors to meet all of the following:

i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.

ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").

vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.

D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.

E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.

i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the

State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

B. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.

C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.

i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.

D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.

B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.

C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

B. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or

ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.

C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:

i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois

ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:

a. Health Information Portability and Accountability Act (HIPAA)

b. IRS Publication 1075

c. Payment Card Industry Data Security Standard (PCI-DSS)

d. FBI Criminal Justice Information Service Security Addendum

e. CMS Minimum Acceptable Risk Standards for Exchanges

f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

iii. Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:

i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or

ii. The performance of security audit and penetration tests, as requested by OIS.

D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

A. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.

B. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.

C. If upon receipt of the State's Audit Certification, the Parties reasonably determine that: (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract ("Overuse") and (ii) the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

EXHIBIT D, BILLING/ INVENTORY/ PERFORMANCE REPORTS

Control Center is a free, secure, self-service portal to help you efficiently manage your products and services, check order status, view, analyze, and pay bills, manage paperless billing, submit and manage repair tickets, manage alerts for billing, order status, and ticketing.

Navigation in the portal is divided into the 7 functional areas outlined below:

- **Admin:** Create and manage secure profiles for your enterprise users; customize views for your users (by account, product, or function); manage accounts
- **Orders:** Order new services; view order status and timeline for completion; request changes to your services
- **Services:** Access and manage your services (e.g., local services, network services, security products, toll free, SIP trunk)
- **Monitoring:** Monitor the health of your network by using our robust reporting options; run usage reports for voice services
- **Billing:** View invoices and CSR data online; sign up for paperless billing; pay your bills online; run billing reports with Bill Analyst
- **Support:** Create and monitor repair tickets, configuration requests, and other tickets; communicate with your technician through work log notes; request circuit tests; view scheduled maintenance events
- **Shop:** Check for available services; learn more about Lumen services; create and manage quotes

Billing Reports:

From Control Center, you can access Bill Analyst from the “Billing” tab to view summary or detail reports to track and analyze your telecom spending data. With your billing data, you can view standard reports or create custom reports to:

- rank telecom expenses as a budget item
- allocate costs across multiple departments or locations
- track calling patterns
- share costs with other departments
- consolidate statements
- align hierarchies, markups, and cost allocations
- allocate automatically
- check for errors

You can schedule to automatically receive a detail report once a month; select the delivery format you prefer and choose how you and your colleagues will be notified when a detail report is ready to view.

Exhibit E, SAMPLE OPTION LETTER

State Agency Governor's Office of Information Technology	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** The later of the Effective Date or Month Day, Year **Current Contract Expiration Date** Month Day, Year

8. OPTIONS:

A. Option to extend for an Extension Term

B. Option to change the quantity of Goods under the Contract

C. Option to change the quantity of Services under the Contract

D. Option to modify Contract rates

E. Option to initiate next phase of the Contract

9. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

10. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, GOVERNOR Governor's Office of Information Technology Theresa Szscurek, Ph.D., Chief Information Officer and Executive Director By: ____ □ Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer □ Laura Calder, Deputy Chief Financial Officer Date: _________________________	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____________________

Exhibit F, AFFILIATES

Lumen services are provided through affiliated companies. In some instances, our documents may include references to "CenturyLink" or names of other Lumen affiliated entities. All references to CenturyLink or other affiliated entities mean "Lumen" for purposes of our contract. The Lumen Contract and/or the applicable Service Exhibits attached thereto will identify and be executed by the Lumen affiliate contracting for and/or providing the services.

Qwest Corporation d/b/a CenturyLink QC Services.
This entity provides Analog Lines, PRI, DSS, HSI, MEL's and other regulated services in the major markets in Colorado including Denver Metro, Colorado Springs, and Fort Collins.

Qwest Communications Corporation d/b/a CENTURYLINK COMMUNICATIONS, LLC
This entity provides unregulated Long Distance, Toll Free, IQ Networking, Contact Center, IQ SIP Trunk, Fiber+ and other unregulated services in Colorado.

The language in this Exhibit G applies to the above referenced Services listed under Qwest Corporation d/b/a CenturyLink QC Services under this Contract.

Qwest Corporation d/b/a CenturyLink QC Services

Addition of Services provided by **Qwest Corporation d/b/a CenturyLink QC Services. This Section only applies to the following Services provided by QC: CenturyLink QC Bulk Rated Intergrated Service Digital Network Primary Rate Service and High Speed Internet Service**

1 **Filing Concurrence.** Centurylink QC may be required to submit this Contract, Service Exhibits, Pricing Attachments, and any subsequent addenda for Service to certain regulatory agencies for approval because the Rates or certain other terms are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Contract are effective on the Contract Effective Date, those service-specific Rates and/or terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB terms become effective. If The State receives reduced pricing under a Pricing Attachment and a regulatory agency later invalidates the ICB Terms after they became effective, The State will pay Centurylink QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts The State was charged for the Service. When approved by the regulatory agencies, The State may add additional quantities of Services under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The subject Service Exhibit, Pricing Attachment, and subsequent addenda containing the ICB Terms will remain in effect in all other jurisdictions. Each Service Exhibit or subsequent addenda will explain which Rates or terms are ICB.

2. **Clauses for CenturyLink QC RSS No. 1 Services.** The clauses in this section apply only to the CenturyLink QC Service Exhibits stating that service is offered out of CenturyLink QC RSS No. 1.

2.1 **Jurisdiction.** The State 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.

2.2 **Construction and Funding Approval.** CenturyLink QC may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink QC constructs facilities under one or more of the following circumstances: (a) if the amount of The State's expected payments over the term of the Contract does not exceed CenturyLink QC's calculated cost of providing the Service plus its expected rate of return; (b) The State requests that Service be furnished using a type of facility, or via a route that CenturyLink QC would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) The State requests that Construction be expedited, resulting in added cost to CenturyLink QC. Service provided under this Contract is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on the Pricing Attachment. That approval will be granted at the sole discretion of CenturyLink QC. In the event contract documents are signed, under which The State is ordering Service for which Funding is not approved, CenturyLink QC will cooperate with The State in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink QC may immediately terminate, without penalty, the Pricing Attachment under which The State ordered the Service, when Funding of the contracted and alternate Service solutions is determined to not be possible.

2.3 Expedite. Any the State requests for CenturyLink QC to Expedite the delivery of Service before the standard or negotiated Service Due Date will be deemed an expedited order and Expedite charges will apply. Upon CenturyLink QC's receipt of an Expedite request from the State, the State and CenturyLink QC will mutually agree to a new Service Due Date.

2.4 Service Changes. The State may add, move, or upgrade each Service in a Pricing Attachment via an Amendment to this Contract. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the RSS in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an RSS change results in a conflict with the terms and conditions applicable to the Service, then the State must agree to an amendment modifying the terms and conditions before CenturyLink QC will provision the new Service or the additions, moves, or upgrades to existing Service.

2.5 Service Interruptions. Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the RSS posted at qwest.centurylink.com/legal. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are The State's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink QC may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink QC will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

2.6 Additional Payment Language.

(a) Rates, including Rates for optional features or functions, are set forth in each Pricing Attachment applicable to the Service. The Rates shown on each Pricing Attachment are for informational purposes. The State will receive the Rates in effect in the RSS on the Service Acceptance Date. CenturyLink QC will keep an archive of the RSS Web pages listing Rates, including dates of Rate changes. The State agrees that CenturyLink QC's archive is conclusive evidence in the event of a dispute.

(b) If The State requests items from the RSS for which charges do not appear in a Pricing Attachment, CenturyLink QC will inform The State of the charges at the time of the request, giving The State the opportunity to cancel the request, rather than incurring the charges. Those items may include, but are not limited to: (a) Expedites, including third-party charges incurred by CenturyLink QC in connection with the Expedite; (b) CPE; (c) Construction; (d) Termination Charges; (e) charges for labor, testing, or design changes: (f) inside wiring; and (g) additional administrative charges that may be applied for services not described on Pricing Attachments or for requests to provision Services in a manner inconsistent with CenturyLink QC's then-current practices. The State will pay such charges regardless of whether The State cancels Service or CenturyLink QC fails to deliver on the requested Expedite date, unless such failure was caused by CenturyLink QC.

(c) CenturyLink QC will require The State to accept Service by the end of the Grace Period, in which case CenturyLink QC will commence with regular monthly billing for the Service and The State agrees to pay for the billed Service. If The State has not accepted the Service by the end of the Grace Period, then CenturyLink QC may terminate the Service subject to the Termination section of this Contract.

2.7 The State Responsibilities. The State is responsible for the following:

(a)Access. The State will provide prompt access to its premises to CenturyLink QC authorized personnel and other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations.

(b)On-Site Operations. All The State operations concerning Service at The State's premises will be performed at The State's expense, and The State will be required to conform to all applicable specifications that CenturyLink QC may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on The State's premises will be provided only at The State's expense.

(c) The State will properly use the Service. The State will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

2.8 QC RSS No. 1 Service Termination.

(A)SERVICE; SERVICE EXHIBIT BEFORE SERVICE DUE DATE. **IF THE STATE CANCELS ORDER FOR SERVICE BEFORE THE SERVICE DUE DATE OR DOES NOT ACCEPT THE SERVICE BY THE CONCLUSION OF THE GRACE PERIOD, AND CENTURYLINK QC TERMINATES THE SERVICE AT THE END OF THE GRACE PERIOD, TERMINATION CHARGES WILL APPLY, INCLUDING THE FULL NRCS THAT WOULD HAVE OTHERWISE APPLIED AND ANY NON-REUSABLE AND NON-RECOVERABLE PORTIONS OF EXPENDITURES OR LIABILITIES, SUCH AS CONSTRUCTION CHARGES INCURRED EXCLUSIVELY ON BEHALF OF THE STATE BY CENTURYLINK QC AND NOT FULLY REIMBURSED BY NRCS.**

(B)SERVICE; SERVICE EXHIBIT AFTER SERVICE ACCEPTANCE DATE. **EITHER PARTY MAY TERMINATE AN INDIVIDUAL SERVICE ORDERED UNDER A SERVICE EXHIBIT AFTER THE SERVICE ACCEPTANCE DATE UNDER THE TERMS OF THE APPLICABLE SERVICE EXHIBIT. CENTURYLINK QC WILL WAIVE THE TERMINATION CHARGE IN EXCESS OF THE MINIMUM SERVICE PERIOD IF THE STATE TERMINATES DUE TO A MOVE OR UPGRADE OF ALL OR A PORTION OF SERVICE AND ALL OF THE FOLLOWING CONDITIONS ARE MET ("WAIVER POLICY"):**

(i)The State must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period;

(ii)The State must agree to a new service term and Minimum Service Period for the new service;

(iii)The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation;

(iv)The request to disconnect the existing Service and the request for the new service are received by CenturyLink QC at the same time and both requests must reference this Waiver Policy;

(v)For ATM, FR, and Metro Ethernet, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC; for SHNS, SST, GeoMax, and HDTV-NET the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC;

(vi)The State agrees to pay all outstanding MRCs and NRCs for existing Service;

(vii)The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and

(viii)This Waiver Policy only applies to moves or upgrades to other CenturyLink QC services that are subject to a CenturyLink QC Tariff or the QC RSS.

43.2.9CenturyLink QC RSS No. 1 Service Definitions.

"Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink QC to construct facilities.

"Demarcation Point" means the CenturyLink QC designated: (a) physical interface between the CenturyLink QC Domestic Network and The State's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink QC Domestic Network to The State's telecommunications equipment. "CenturyLink QC Domestic Network" means the CenturyLink QC operated facilities located within CenturyLink QC's 14-state local service area (those states are listed in the opening paragraph of this Contract) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by CenturyLink QC.

"Expedite" means The State's request to CenturyLink QC to provision a Service more quickly than the CenturyLink QC standard or negotiated interval for which an additional Expedite charge will apply.

"Funding" means The State charges over the term of a Service contract that covers CenturyLink QC's calculated costs for providing Service and it's expected rate of return when network infrastructure is not available to provide Service to The State.

"Grace Period" means a period of 30 business days from the later of the Service Due Date or the date when Service is made available to the The State, and during which the applicable Service will be held available for The State upon The State's request.

"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by CenturyLink QC records. In the case of Frame Relay, this means 6 months following the Service Acceptance Date.

"Pricing Attachment" means each document containing Service Rates, Term, and location-specific information, all of which are incorporated by this reference and made a part of each Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

"Service Acceptance Date" means the date The State accepts the Service and billing commences, as evidenced by CenturyLink QC records.

"Service Due Date" means the date CenturyLink QC makes the Service available to The State for testing.

"SONET" means Synchronous Optical Network.

"Termination Charge" means the termination charges detailed in the Service Exhibits.

EXHIBIT G, HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. **Purpose**

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. **Definitions**

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.
b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.
c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. **Obligations and Activities of Business Associate**

a. Permitted Uses and Disclosures.
   i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
   i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
   ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

   iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI **created or** received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.
   i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors with written approval from an authorized representive of the Subcontractor.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies. Any such access to relevant Information Technology systems and the corresponding applicability of Covered Entity policies shall be set forth in the relevant Statement of Work.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

i. Where applicable and identified in a Task Order, Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

i. Where applicable and identified in a Task Order, Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a HIPAA Breach response under this agreement including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in **Section** 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years**.**

4. **Obligations of Covered Entity**

b. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

c. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. **Termination**

d. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. **Injunctive RelieF**

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. **Limitation of Liability**

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement. A maximum liability under this HIPAA agreement will be Six times 12 months of monthly recurring charges or $25 Million, whichever is higher.

8. **Disclaimer**

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. **Certification**

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Where applicable and identified in a Task Order**,** Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. **Amendment**

e. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. **Assistance in Litigation or Administrative Proceedings**

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. **Interpretation and Order of Precedence**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. **Survival**

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX _______ TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. **Purpose**

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. **Additional Terms**

f. **Additional** Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

i. Reserved.

g. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

ii. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

i. Reserved.

EXHIBIT H
ACCEPTABLE USE POLICY

LUMEN'S ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") defines acceptable practices relating to the use of Lumen's network, websites, systems, facilities, products and services (collectively, the "Services") by Lumen customers and by users that have gained access to the Services through customer accounts (collectively, "Users"). The Services must be used in a manner that is consistent with the intended purpose of the Services and the terms of the applicable agreement with Lumen. By using the Services, Users consent to be bound by the terms of this AUP. For purposes of this AUP, "Lumen" includes CenturyLink Communications, LLC and all other affiliates, including direct and indirect subsidiaries of Lumen, Inc. Your use of Lumen Services must comply with Lumen's copyright policy.

Prohibited Conduct

- **General.** Users will not use the Services to transmit, distribute or store material in a manner that: (a) violates any applicable law or regulation; (b) may adversely affect the Services or Users; (c) may expose Lumen to criminal or civil liability or (d) violate, infringe upon or otherwise misappropriate any third party rights, including intellectual property rights, rights of publicity and privacy rights. Users are prohibited from facilitating the violation of any part of this AUP or applicable third-party policies, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's policy.
- **Inappropriate Content.** Users will not use the Services to transmit, distribute or store material that Lumen reasonably determines is inappropriate, obscene, indecent, defamatory, libelous, tortious, threatening, abusive, hateful, or excessively violent. Users will also not use the Services to host terrorist-related web sites, including sites that advocate human violence and hate crimes based upon religion, ethnicity, or country of origin.
- **Intellectual Property.** Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users will not use the Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If a domain name is used with any of the Services, it may not be used in violation of the trademark, service mark, or other rights of any third party.
- **Harmful Content.** Users will not use the Services to transmit, distribute or store material that may be harmful to or interfere with the Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses, root kits, password crackers, adware, and key stroke capture programs.
- **Fraudulent/Misleading Content.** Users will not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.
- **Email and Unsolicited Messages.** Users will not use the Services to (i) transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints, and (ii) send e-mail messages which are excessive and/or intended to harass or annoy others ("Spam"). Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the Services. In addition, Users will not use the Services to (a) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (b) send e-mail with forged TCP/IP packet header information, (c) send malicious e-mail, including, without limitation, "mail-bombing", (d) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (e) use an e-mail box exclusively as a storage space for data.
- **Third Party Rules; Usenet.** Users will not use the Services in violation of the rules, guidelines or agreements associated with search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Services.
- **Inappropriate Actions.** Users will not use the Services to conduct activities that may be harmful to or interfere with the Services, a User's terminal session or any third party's networks, systems, services, or websites. Users will not engage in any activities designed to harass, or that will preclude or interfere with the use of Service (e.g., synchronized number sequence attacks) by any other User on the Lumen network or on another provider's network. In addition, Users will not use the Service (a) by any means or device to avoid payment; (b) to access User's account or Lumen Services after User has terminated User's account; (c) on behalf of persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org; or (d) to engage in phishing activities. Users will not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.
- **Illegal Use:** Customer will not use the Services in a manner that constitutes illegal activities, including but not limited to, death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, HYIP or Ponzi schemes, invasion of privacy, credit card fraud, racketeering, defamation, slander, child pornography and violations of the Child Protection Act of 1984, or any other applicable law.

- **Security Breaches and Obligations.** Users are prohibited from violating or attempting to violate the security of the Services or the computers, accounts, or networks of another party, including but not limited to, circumventing the user authentication or security of any host, network or account. Users will not use the Services to cause security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts or systems without authorization or logging into a server or account that the Customer is not expressly authorized to access and denial of service attacks. Disruptions include port scans, flood pings, email-bombing, packet spoofing, IP spoofing, forged routing information. Customer must use reasonable care in keeping its software on the Lumen's servers up-to-date and patched with the latest security updates.
- **IP Allocation.** Users are prohibited from using IP addresses not originally allocated for use or on unassigned VLANs or servers. All IP Addresses are currently owned and registered to Lumen and are non-transferable. Customer retains no ownership or transfer rights.

Rights of Lumen

- Lumen may suspend or terminate Service of any User which Lumen believes has violated any element of this AUP. Lumen will suspend Service for violation of the AUP on the most limited basis as Lumen determines is reasonably practical under the circumstances to address the underlying violation. Lumen will attempt to notify Users via email or other method prior to suspending Service for violation of the AUP; provided, however, Lumen may suspend Service without notice if Lumen becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP that exposes Lumen to criminal or civil liability or that exposes the Lumen network or Lumen customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. Lumen may take such further action as Lumen determines to be appropriate under the circumstances to eliminate or preclude repeat violations.
- Lumen reserves the right to take down any material—or otherwise block access thereto—created or accessible on or through the Services and suspend or terminate any User creating, storing or disseminating such material where Lumen becomes aware that the material violates this AUP and/or exposes Lumen to civil or criminal liability, including without limitation, under applicable copyright laws. Lumen reserves the right to avail itself to the safe harbor provisions of the Digital Millennium Copyright Act.
- Users are responsible for configuring their own systems to provide the maximum possible accountability. Lumen shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Lumen. For example, Users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly possible. As another example, Users should maintain logs of dynamically assigned IP addresses. Users are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the User is responsible for re-configuring the system to stop the abuse.
- Lumen reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing related to this AUP, including the disclosure of the identity of the User that Lumen deems responsible for the wrongdoing. Lumen will not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from Lumen's exercise of its rights under this AUP.
- Lumen reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service. By accepting and using the Service, Users consent to allowing Lumen to collect service information and routing information in the normal course of our business, and to use such information for general business purposes. Users may not use the Service to monitor any data, information or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to the user accounts or passwords of other Users.
- In most cases, Lumen will notify Users of complaints received by Lumen regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. Lumen may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.
- Lumen reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective upon posting, and use of the Services after such modification constitutes acceptance of such modifications.

Responsibility for Content

Lumen takes no responsibility for any material created or accessible on or through the Services and will not exercise any editorial control over such material. Lumen is not obligated to monitor such material, but reserves the right to do so.

Exhibit I
Pricing Summary

All Pricing Below is for illustrative purposes

1. Metro Ethernet:

Service Offering	Bandwidth	NEW Contract (60 month rates)			NEW TOTAL (60 mos.)
		Circuit	Proposed CPE/Pro Serv (includes install)	TMNS	
QC MOE 10/100	3 Mbps	$ 185.00	$ 290.00	$79.76	$ 554.76
QC MOE 10/100	5 Mbps	$ 195.00	$ 290.00	$79.76	$ 564.76
QC MOE 10/100	7 Mbps	$ 200.00	$ 290.00	$79.76	$ 569.76
QC MOE 10/100	10 Mbps	$ 215.00	$ 290.00	$79.76	$ 584.76
QC MOE 10/100	20 Mbps	$ 275.00	$ 290.00	$79.76	$ 644.76
QC MOE 10/100	30 Mbps	$ 300.00	$ 290.00	$79.76	$ 669.76
QC MOE 10/100	40 Mbps	$ 325.00	$ 290.00	$79.76	$ 694.76
QC MOE 10/100	50 Mbps	$ 345.00	$ 290.00	$79.76	$ 714.76
QC MOE 10/100	60 Mbps	$ 355.00	$ 290.00	$79.76	$ 724.76
QC MOE 10/100	70 Mbps	$ 375.00	$ 290.00	$79.76	$ 744.76
QC MOE 10/100	80 Mbps	$ 390.00	$ 290.00	$79.76	$ 759.76
QC MOE 10/100	90 Mbps	$ 400.00	$ 290.00	$79.76	$ 769.76
QC MOE 10/100	100 Mbps	$ 435.00	$ 300.00	$125.47	$ 860.47
QC MOE 1000 Mbps	100 Mbps	$ 435.00	$ 300.00	$125.47	$ 860.47
QC MOE 1000 Mbps	200 Mbps	$ 500.00	$ 300.00	$125.47	$ 925.47
QC MOE 1000 Mbps	300 Mbps	$ 550.00	$ 300.00	$125.47	$ 975.47
QC MOE 1000 Mbps	400 Mbps	$ 660.00	$ 300.00	$125.47	$ 1,085.47
QC MOE 1000 Mbps	500 Mbps	$ 750.00	$ 300.00	$125.47	$ 1,175.47
QC MOE 1000 Mbps	600 Mbps	$ 800.00	$ 300.00	$125.47	$ 1,225.47
QC MOE 1000 Mbps	700 Mbps	$ 860.00	$ 300.00	$125.47	$ 1,285.47
QC MOE 1000 Mbps	800 Mbps	$ 940.00	$ 300.00	$125.47	$ 1,365.47
QC MOE 1000 Mbps	900 Mbps	$ 1,075.00	$ 300.00	$125.47	$ 1,500.47
QC MOE 1000 Mbps	1000 Mbps	$ 1,390.00	$ 300.00	$125.47	$ 1,815.47
QC MOE 10GB	2000 Mbps	$ 2,000.00	$ 570.00	$230.72	$ 2,800.72

2. On Net MPLS:

Service Offering	Bandwidth	NEW Contract (60 month rates)				NEW TOTAL (60 mos.)
		Loop	Port	CPE/Pro Serv (includes install, config, mtce etc.)	TMNS	(fully managed)
MPLS IQ Private Port	3 Mbps	$111.00	$74.00	$290.00	$79.76	$554.76
MPLS IQ Private Port	5 Mbps	$117.00	$78.00	$290.00	$79.76	$564.76
MPLS IQ Private Port	7 Mbps	$120.00	$80.00	$290.00	$79.76	$569.76

Exhibit I
Pricing Summary

MPLS IQ Private Port	10 Mbps	$129.00	$86.00	$290.00	$79.76	$584.76
MPLS IQ Private Port	20 Mbps	$165.00	$110.00	$290.00	$79.76	$644.76
MPLS IQ Private Port	30 Mbps	$180.00	$120.00	$290.00	$79.76	$669.76
MPLS IQ Private Port	40 Mbps	$195.00	$130.00	$290.00	$79.76	$694.76
MPLS IQ Private Port	50 Mbps	$207.00	$138.00	$290.00	$79.76	$714.76
MPLS IQ Private Port	60 Mbps	$213.00	$142.00	$290.00	$79.76	$724.76
MPLS IQ Private Port	70 Mbps	$225.00	$150.00	$290.00	$79.76	$744.76
MPLS IQ Private Port	80 Mbps	$234.00	$156.00	$290.00	$79.76	$759.76
MPLS IQ Private Port	90 Mbps	$240.00	$160.00	$290.00	$79.76	$769.76
MPLS IQ Private Port	100 Mbps	$261.00	$174.00	$290.00	$79.76	$804.76
MPLS IQ Private Port	200 Mbps	$300.00	$200.00	$300.00	$125.47	$925.47
MPLS IQ Private Port	300 Mbps	$330.00	$220.00	$300.00	$125.47	$975.47
MPLS IQ Private Port	400 Mbps	$396.00	$264.00	$300.00	$125.47	$1,085.47
MPLS IQ Private Port	500 Mbps	$450.00	$300.00	$300.00	$125.47	$1,175.47
MPLS IQ Private Port	600 Mbps	$480.00	$320.00	$300.00	$125.47	$1,225.47
MPLS IQ Private Port	700 Mbps	$516.00	$344.00	$300.00	$125.47	$1,285.47
MPLS IQ Private Port	800 Mbps	$564.00	$376.00	$300.00	$125.47	$1,365.47
MPLS IQ Private Port	900 Mbps	$645.00	$430.00	$300.00	$125.47	$1,500.47
MPLS IQ Private Port	1000 Mbps	$834.00	$556.00	$300.00	$125.47	$1,815.47
MPLS IQ Private Port	10000 Mbps	$1,200.00	$800.00	$570.00	$230.72	$2,800.72

3. MPLS Off-Net

4. CenturyTel Metro Ethernet

CenturyTel Metro Ethernet Bandwidth	NEW Contract (60 month rates)			NEW TOTAL (60 mos.)
	Circuit	Proposed CPE/Pro Serv (includes install)	TMNS	
10 Mbps Enhanced Ethernet - Classic	$215.00	$290.00	$79.76	$584.76
20 Mbps Enhanced Ethernet - Classic	$275.00	$290.00	$79.76	$644.76
30 Mbps Enhanced Ethernet - Classic	$300.00	$290.00	$79.76	$669.76
40 Mbps Enhanced Ethernet - Classic	$325.00	$290.00	$79.76	$694.76
50 Mbps Enhanced Ethernet - Classic	$345.00	$290.00	$79.76	$714.76
60 Mbps Enhanced Ethernet - Classic	$355.00	$290.00	$79.76	$724.76
70 Mbps Enhanced Ethernet - Classic	$375.00	$290.00	$79.76	$744.76
80 Mbps Enhanced Ethernet - Classic	$390.00	$290.00	$79.76	$759.76
90 Mbps Enhanced Ethernet - Classic	$400.00	$290.00	$79.76	$769.76
100 Mbps Enhanced Ethernet - Classic	$435.00	$300.00	$125.47	$860.47
200 Mbps Enhanced Ethernet - Classic	$500.00	$300.00	$125.47	$925.47
300 Mbps Enhanced Ethernet - Classic	$550.00	$300.00	$125.47	$975.47

Exhibit I
Pricing Summary

400 Mbps Enhanced Ethernet - Classic	$660.00	$300.00	$125.47	$1,085.47
500 Mbps Enhanced Ethernet - Classic	$750.00	$300.00	$125.47	$1,175.47
600 Mbps Enhanced Ethernet - Classic	$800.00	$300.00	$125.47	$1,225.47
700 Mbps Enhanced Ethernet - Classic	$860.00	$300.00	$125.47	$1,285.47
800 Mbps Enhanced Ethernet - Classic	$940.00	$300.00	$125.47	$1,365.47
900 Mbps Enhanced Ethernet - Classic	$1,075.00	$300.00	$125.47	$1,500.47
1000 Mbps Enhanced Ethernet - Classic	$1,390.00	$300.00	$125.47	$1,815.47

5. **LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE**

Service Offering	Bandwidth	NEW Contract (60 month rates)			Proposed NEW TOTAL (60 Mo)	One Time Charge
		Circuit*	Proposed CPE/Pro Serv (includes install, config, mtce etc.)	TMNS	(fully managed)	Professional Services for IPVPN Migrations**
MPLS IPVPN 10/100	3 Mbps	$185.00	$290.00	$79.76	$554.76	$1,000.00
MPLS IPVPN 10/100	5 Mbps	$195.00	$290.00	$79.76	$564.76	$1,000.00
MPLS IPVPN 10/100	7 Mbps	$200.00	$290.00	$79.76	$569.76	$1,000.00
MPLS IPVPN 10/100	10 Mbps	$215.00	$290.00	$79.76	$584.76	$1,000.00
MPLS IPVPN 10/100	20 Mbps	$275.00	$290.00	$79.76	$644.76	$1,000.00
MPLS IPVPN 10/100	30 Mbps	$300.00	$290.00	$79.76	$669.76	$1,000.00
MPLS IPVPN 10/100	40 Mbps	$325.00	$290.00	$79.76	$694.76	$1,000.00
MPLS IPVPN 10/100	50 Mbps	$345.00	$290.00	$79.76	$714.76	$1,000.00
MPLS IPVPN 10/100	60 Mbps	$355.00	$290.00	$79.76	$724.76	$1,000.00
MPLS IPVPN 10/100	70 Mbps	$375.00	$290.00	$79.76	$744.76	$1,000.00
MPLS IPVPN 10/100	80 Mbps	$390.00	$290.00	$79.76	$759.76	$1,000.00
MPLS IPVPN 10/100	90 Mbps	$400.00	$290.00	$79.76	$769.76	$1,000.00
MPLS IPVPN 10/100	100 Mbps	$435.00	$300.00	$125.47	$860.47	$1,000.00
MPLS IPVPN 1000 Mbps	100 Mbos	$435.00	$300.00	$125.47	$860.47	$1,000.00
MPLS IPVPN 1000 Mbps	100 Mbps	$435.00	$300.00	$125.47	$860.47	$1,000.00
MPLS IPVPN 1000 Mbps	200 Mbps	$500.00	$300.00	$125.47	$925.47	$1,000.00
MPLS IPVPN 1000 Mbps	300 Mbps	$550.00	$300.00	$125.47	$975.47	$1,000.00
MPLS IPVPN 1000 Mbps	400 Mbps	$660.00	$300.00	$125.47	$1,085.47	$1,000.00
MPLS IPVPN 1000 Mbps	500 Mbps	$750.00	$300.00	$125.47	$1,175.47	$1,000.00
MPLS IPVPN 1000 Mbps	600 Mbps	$800.00	$300.00	$125.47	$1,225.47	$1,000.00
MPLS IPVPN 1000 Mbps	700 Mbps	$860.00	$300.00	$125.47	$1,285.47	$1,000.00
MPLS IPVPN 1000 Mbps	800 Mbps	$940.00	$300.00	$125.47	$1,365.47	$1,000.00
MPLS IPVPN 1000 Mbps	900 Mbps	$1,075.00	$300.00	$125.47	$1,500.47	$1,000.00
MPLS IPVPN 1000 Mbps	1000 Mbps	$1,390.00	$300.00	$125.47	$1,815.47	$1,000.00
MPLS IPVPN 10GB	2000 Mbps	$2,000.00	$570.00	$230.72	$2,800.72	$1,000.00

Exhibit I
Pricing Summary

6. Dedicated Internet Pricing

Access Speed	Bandwidth (CDR)	Monthly Rate*
Fast Ethernet (100 Mbps)	10 Mbps	$275.00
Fast Ethernet (100 Mbps)	20 Mbps	$290.00
Fast Ethernet (100 Mbps)	30 Mbps	$315.00
Fast Ethernet (100 Mbps)	40 Mbps	$330.00
Gigabit Ethernet (1000 Mbps)	50 Mbps	$350.00
Gigabit Ethernet (1000 Mbps)	100 Mbps	$450.00
Gigabit Ethernet (1000 Mbps)	500 Mbps	$650.00
Gigabit Ethernet (1000 Mbps)	1000 Mbps	$800.00

Access Speed	Bandwidth (CDR)	Monthly Rate*
10-Gigabit Ethernet (10000 Mbps)	1000 Mbps	$1,000.00
10-Gigabit Ethernet (10000 Mbps)	2000 Mbps	$1,300.00
10-Gigabit Ethernet (10000 Mbps)	3000 Mbps	$1,800.00
10-Gigabit Ethernet (10000 Mbps)	5000 Mbps	$2,600.00
10-Gigabit Ethernet (10000 Mbps)	10000 Mbps	$3,800.00

7. Local Access

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	ELA Native- On Net	60	Ethernet	3 Mbps	$111.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	5 Mbps	$117.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	7 Mbps	$120.00	$0.00
TBD	ELA Native- On Net	60	Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	10 Mbps	$129.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	20 Mbps	$165.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	30 Mbps	$180.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	40 Mbps	$195.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	50 Mbps	$207.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	60 Mbps	$213.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	70 Mbps	$225.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	80 Mbps	$234.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	90 Mbps	$240.00	$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	100 Mbps	$261.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	100 Mbps	$261.00	$0.00

Exhibit I
Pricing Summary

TBD	ELA Native- On Net	60	Gigabit Ethernet	200 Mbps	$300.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	300 Mbps	$330.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	400 Mbps	$396.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	500 Mbps	$450.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	600 Mbps	$480.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	700 Mbps	$516.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	800 Mbps	$564.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	900 Mbps	$645.00	$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	1000 Mbps	$834.00	$0.00
TBD	ELA Native- On Net	60	10G Ethernet	10000 Mbps	$1,200.00	$0.00

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	Special Access- Off Net	60	NxT1	3Mbps	$150.00	$0.00
TBD	Special Access- Off Net	60	NxT1	4.5Mbps	$300.00	$0.00
TBD	Special Access- Off Net	60	NxT1	6Mbps	$450.00	$0.00
TBD	Special Access- Off Net	60	NxT1	7.5Mbps	$600.00	$0.00
TBD	Special Access- Off Net	60	NxT1	9Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	NxT1	10.5Mbps	$900.00	$0.00
TBD	Special Access- Off Net	60	NxT1	12Mbps	$1,050.00	$0.00
TBD	Special Access- Off Net	60	DS-3	3 Mbps	$1,200.00	$0.00
TBD	Special Access- Off Net	60	DS-3	6 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	9 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	12 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	15 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	18 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	21 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	24 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	27 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	30 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	33 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	36 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	39 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	42 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	DS-3	45 Mbps	$750.00	$0.00
TBD	Special Access- Off Net	60	OC-3	35 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	45 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	55 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	65 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	75 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	85 Mbps	$1,262.00	$0.00

Exhibit I
Pricing Summary

TBD	Special Access- Off Net	60	OC-3	95 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	105 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	115 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	125 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	135 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	145 Mbps	$1,262.00	$0.00
TBD	Special Access- Off Net	60	OC-3	155 Mbps	$1,262.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	10 Mbps	$852.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	20 Mbps	$982.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	30 Mbps	$1,070.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	40 Mbps	$1,168.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	50 Mbps	$1,243.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	60 Mbps	$1,341.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	70 Mbps	$1,439.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	80 Mbps	$1,515.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	90 Mbps	$1,617.00	$0.00
TBD	ELA Native- Off Net	60	Fast Ethernet	100 Mbps	$1,710.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	100 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	200 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	300 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	400 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	500 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	600 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	700 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	800 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	900 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	Gigabit Ethernet	1000 Mbps	$1,500.00	$0.00
TBD	ELA Native- Off Net	60	10 Gigabit Ethernet	10000 Mbps	$6,000.00	$0.00

Exhibit J
Edge Upgrade 2022 Statement of Work

STATEMENT OF WORK
SOW CHANGE REQUEST FOR Colorado State Network (CSN) – Core upgrade 2022.

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request 1 ("SOW Change Request") sets forth the changes to the above identified Statement of Work for the Services concerning the Colorado State Network (CSN) – Edge Upgrade 2022 ("Project") executed by Lumen and State of Colorado on >>Enter the effective date of the SOW<< ("SOW"). "Lumen" is defined for purposes of this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or an affiliated entity as identified below. In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the SOW will remain unchanged. Any capitalized term not defined will have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended terms for the Services, which collectively will be defined as the "Change in Service".

2. CHANGES TO THE DESCRIPTION OF WORK

2.1. Change in Service to Scope

Lumen will perform the activities in this including the various reports ("Document Deliverables") as identified and described below ("Services"). All Services not identified in Section 2.1 are out of scope and would require a Change Order to be signed between the parties.

The current CSN WAN design is based on a combination of Metro Ethernet (ME) and iQ Private Port (MPLS) circuits connecting approximately 600 remote "Edge" sites to the CSN Core. Lumen's primary MPLS WAN offering is IPVPN and, the installed base of "iQ Private Port MPLS will be phased out over the next few years. Metro Ethernet will continue to be supported as a product and, as a transport method for delivering IPVPN MPLS services.

Upon completion of the Core upgrades, this SOW will define the scope and Services required to accomplish the following high-level objectives related to CSN Edge services.

1. Integrate IPVPN WAN services with the CSN Core architecture
2. Create standard edge router configurations for connecting to the new IPVPN-based CSN WAN
3. Provide a technical lead role for migrating up to fifty (50) Edge sites for up to three (3) separate State Agencies from the current CSN WAN architecture to the new IPVPN-based CSN WAN
4. Update CSN High-Level Design (HLD) document to describe technical details of the agreed upon final CSN IPVPN-based design
5. Provide formal knowledge transfer to Customer staff

Lumen will provide Senior Network Engineer and Senior Project Manager resources ("Consultants") to deliver the Services described in this SOW. Lumen Consultants will work in partnership with Customer resources to meet the project objective(s) and deliver the Services described in this SOW.

The Project will be organized into four (4) phases to create measurable milestones and describe the overall work effort, tasks and deliverables. The following project phases, detailed tasks and activities describe the Services to be delivered by Lumen to OIT to meet the project objectives.

Phase 1 - Planning and Discovery

The Planning and Discovery Phase formally kicks off the engagement and provides the opportunity for all parties to review project scope, set expectations and schedule the initial project tasks required to meet project objectives. Tasks and Services to be performed in Phase 1 include:

1. Schedule project kickoff meeting with Customer
2. Identify all project stakeholders and create project contact list
    a. Lumen Account team
    b. Lumen TMNS
    c. State of Colorado OIT
    d. Other
3. Review roles, responsibilities, and points of contact
    a. Primary customer contact
    b. Customer support staff
    c. Escalation resources
    d. 3rd party contacts
4. Identify target dates, timelines, milestones, and Customer expectations for the project
5. Lumen and Customer to review Change Management processes

   a. Standard maintenance windows
   b. Documentation requirements
   c. Approval procedures
6. Establish credentials for remote access connectivity to CSN and Datacenter networking environment(s)
   a. Submit order to install Lumen IQ VPN Extension service to Lumen office
   b. Submit to TMNS, list of implementation team members with required details to establish accounts with credentials
   c. Complete and submit forms in accordance with Customer security procedures
7. Plan and document any new IP Subnets that may be needed to facilitate the migration from the current architecture to the new IPVPN based CSN architecture
8. Collect equipment order info, ship dates, tracking numbers and maintenance contract numbers
9. Identify where new in-scope equipment will be shipped and plan for shipping
10. Identify recommended IOS software images to be deployed for Edge equipment:
   a. Cisco Catalyst 8200 series
   b. Cisco Catalyst 8300 series
   c. Cisco Catalyst 9500 series
   d. Cisco ISR4331/K9
   e. Cisco ASR920 series
11. Identify which State Agencies and edge sites will be in-scope for Lumen to perform migrations to the new IPVPN WAN design
   a. Up to fifty (50) edge sites
   b. Up to three (3) separate State Agencies
   c. Lumen field operations will migrate all remaining edge sites utilizing standard processes and device configurations
12. Schedule Technical Planning sessions outside of regular project meetings as needed
   a. Review upgrade approach
   b. Target dates
   c. Roles, responsibilities and tasks for Lumen implementation resources
13. Draft project documentation to prepare for upcoming phases
   a. Project Plan
   b. Migration Plan
   c. Test Plans
   d. HLD updates

Phase 2 - Staging and Configuration

Phase 2 is dedicated to the staging and configuration of all in-scope equipment to prepare for implementation activities. The project team will utilize the information collected in Phase 1 to prepare all new infrastructure for production deployment. Tasks to be performed in Phase 2 include:

1. Collect the following
   a. Order numbers
   b. Shipping and tracking numbers
   c. Serial numbers for all hardware and software
   d. License keys
   e. Cisco SMARTnet contract numbers
2. For all new equipment to be shipped for staging, Consultants will perform the following
   a. Receive equipment and perform an inventory
   b. Send detailed inventory report to the project team
3. Perform staging tasks for equipment received at Lumen office
   a. Verify successful Power-On and Self-Test (POST) of all hardware
   b. Install identified IOS software image(s)
   c. Ensure the hardware and software are functioning properly
   d. Apply standard base configuration
   e. Burn-in all hardware for a minimum of 72 hours
   f. Pre-configure devices for basic network connectivity
   g. Apply configurations to each device
      i. Configurations may need to be modified to adjust for changing platforms in some cases
   h. Interconnect devices in lab and perform testing
4. Apply labels and/or asset tags to each device
   a. Lumen will provide asset tags (as needed)
5. Repackage equipment and ship to Lumen field operations

   a. Gather tracking numbers and provide to project team
   b. Work with local datacenter contacts to confirm receipt
6. Develop standard configuration templates for all new CSN Edge Routers
   a. See Exhibit A (Bill of Materials) for a detailed list of all new Edge equipment
   b. Utilize same process of developing Excel files to create running configurations by simply entering variables that are unique to each Edge implementation
   c. EOL devices
      i. Cisco ISR 2900 Series Routers
      ii. Cisco ISR 3900 Series Routers
   d. Replacement devices
      i. Cisco Catalyst 8200 Series
      ii. Cisco Catalyst 8300 Series
      iii. Cisco ISR 4000 Series
      iv. Cisco ASR920 Series
7. Present Implementation Plan for review and acceptance
   a. The Migration Plan will define the scope, steps and technical details for the migration of each remote edge site to the IPVPN CSN design
   b. The Migration Plan will be updated (as needed) from lessons learned
   c. A final version of the Migration Plan will be provided to Lumen TMNS Operations as a deliverable of this SOW

Phase 3 - Implementation

Phase 3 will focus on the tasks required to place all proposed architecture and services into production. Any service impacting tasks will be scheduled and managed within Customer's change management processes.

1. The Migration Plan will provide a detailed description of all implementation tasks, what order they will be performed and will also include backout plans. The general approach is as follows:
   a. A new IPVPN circuit will be installed and extended (as needed) to Customer's network equipment rack
   b. A separate maintenance window will be scheduled for each Edge site migration to the new CSN IPVPN WAN
   c. A meeting invite will be sent out with a conference bridge and, resources from each of the following teams will join:
      i. Lumen IPVPN Provisioning Technician
      ii. Lumen Project Manager
      iii. Lumen Field Technician
      iv. Lumen TMNS Engineer
      v. Lumen Network Engineer
      vi. End Customer / Agency representative
   d. If the current Edge router is EOL, field technician will install a new Edge router to replace the EOL device.
      i. New Edge router will be pre-configured by Lumen
      ii. A WebEx (or similar) service will be used to share screens between the field technician and Consultant
      iii. Field technician will replace the existing router with the new router and work with IPVPN provisioning tech to test and accept the new IPVPN circuit
      iv. Lumen field technician will place all services into production and then, Lumen field technician and End Customer representative will execute the Test Plan
      v. Lumen TMNS Engineer will confirm the new router is reachable by TMNS monitoring and management systems
      vi. A copy of the Test Plan and documented results will be provided to the Lumen Project Manager
   e. If the current Edge router is not EOL, the Lumen field technician will update the existing router with a configuration and steps outlined above will be followed until the site has been successfully migrated.
2. Lumen resources will be made available for any potential Day 2 issues that may arise

Phase 4 - Documentation and Knowledge Transfer

1. Provide As-Built documentation to Customer
   a. Updated HLD document
   b. Hardware and Software inventory information
   c. Final device configurations

2.2 Change in Service to Project Timeline

2.3 Change in Service to Customer Responsibilities

i. Provide forms and process for background checks, remote access VPN, and network access credentials
ii. Provide list of all project team members and stakeholders with contact information
iii. Provide liaison assistance for collection of information from Customer staff and project stakeholders
iv. Ensure Customer representation at all project meetings, conference calls, and training sessions

v. Provide formal sign-off acceptance of deliverables
vi. Provide all required rack space, power, cabling, and HVAC to support the project.
vii. Provide, in advance, notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and may impact project timelines.
viii. Provide technical standards, standard operating procedures, and/or references for Network devices (IP addressing, naming conventions, standard build, network diagrams, etc.) as requested by Consultants.
ix. Assign IT staff to provide liaison support through all the project phases.
x. A representative from Customer and each stakeholder group (i.e. Customer users, datacenter engineers, 3rd parties, etc.) will be made available to collaborate with Consultants, provide detailed network configuration information, review proposed test plans and provide authoritative sign off (as needed) prior to any work being performed.
xi. Provide access to all in-scope datacenter and customer locations as needed to complete the project objectives. This includes physical building access and remote VPN access, with password and login credentials as needed to perform assigned tasks.
xii. Provide resources to discover, install, rearrange, document and/or test any Customer cabling to support this project.
xiii. Requests for technical information, contact information, documentation or other Project related information will be delivered in a timely manner. If responses to any such requests are delayed or, information provided is inaccurate or incomplete, Project timelines may be impacted and/or Lumen may not be able to deliver the complete Services as proposed.

2.4

a) Change in Service to Project Assumptions.
b) The estimated timeline to complete this project is ten (10) months. If the actual project timeline is extended beyond the estimated timeline due to any issues outside the control of Lumen, additional charges may apply.

3. CHANGES TO CHARGES; SERVICE TERM

3.1 Change in Service to Services Fees

Invoices shall be paid in accordance with the Agreement and the following milestone-based schedule.

Payment #	Milestone	Amount
1	Completion of Project Kickoff	$97,700.00
2	Completion of Phase 1 - Planning and Discovery	$97,700.00
3	Completion of Phase 2 - Staging and Configuration	$97,700.00
4	Completion of Phase 3 - Implementation	$97,700.00
5	Completion of Phase 4 - Documentation and Knowledge Transfer	$97,700.00
TOTAL		**$488,500.00**

3.2 Change in Service to Expenses

4.0 AUTHORIZATION

This SOW Change Request will not become effective until Lumen and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

Exhibit K
Tailored Managed Network Services Statement of Work

Tailored Managed Network Services

1. OVERVIEW

This Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the Tailored Managed Network Services (TMNS) to be provided to STATE OF COLORADO ("Customer") by CenturyLink. This SOW is effective upon the last date signed below ("Effective Date"). This SOW incorporates by reference and is governed by the CenturyLink Master Service Agreement or other service agreement executed between the parties and the Custom Solutions and Services Schedule, or the then current standard CenturyLink Master Service Agreement and Custom Solutions and Services Schedule if not executed as of the Effective Date of this SOW. This SOW, any attached or incorporated documents, and the applicable service agreement between CenturyLink and Customer, Custom Solutions and Services Schedule, and SOW Change Requests collectively comprise the agreement between the parties ("Agreement"). Capitalized terms not defined in this SOW are defined in the Agreement or applicable Service Attachment.

2. DESCRIPTION OF WORK

2.1 Definitions.

a. "CenturyLink Device" means an eligible rental CPE device provided by CenturyLink.

b. "Customer Device" means a Customer provided device. Customer may (1) separately purchase the Customer Device from CenturyLink (2) separately purchase the Customer Device from a third party provider or (3) the Customer Device may be included as part of a separately purchased CenturyLink provided network service. If Customer separately purchases the Customer Device from CenturyLink, the CenturyLink Select Advantage terms and any applicable Detailed Descriptions apply. If the Customer Device is included as part of a separately purchased CenturyLink provided network service, the applicable service attachment(s) for the CenturyLink provided network service apply.

2.2 Scope.

Under this SOW, CenturyLink will provide the Services for Colorado State Network (CSN) – Core upgrade 2022 ("Project").
Pricing and charges are based upon the package(s) selected by Customer in Section 3 below. Each package contains a specific set of services as described below. The available package types are:

a. **Device and Management Package**. The Device and Management Package includes: an eligible Rental CPE device provided by CenturyLink ("CenturyLink Device"), Planning & Discovery, Implementation and Migration, Management of the CenturyLink Devices, Standard Installation, Maintenance, Network Design Verification, Portal Access (if applicable), Remote Configuration Management, Patch Management, Service Performance Reviews, Document and Knowledge Transfer, and license rights (if applicable) as described in the applicable end user agreement. If the CenturyLink Device is a WAN device, CenturyLink will also Manage one network circuit associated with the WAN device.

b. **Management Only Package**. The Management Only Package includes Management of a Customer provided device ("Customer Device"), Planning & Discovery, Implementation & Migration, Management of the Customer Devices, Network Design Verification, Remote Configuration Management, Patch Management, Service Performance Reviews, and Document Knowledge Transfer. Customer may separately purchase the Customer Device from CenturyLink or a third-party provider or the Customer Device may be included as part of a separately purchased CenturyLink provided network service. If the Customer Device is a WAN device, CenturyLink will also Manage one network circuit associated with the WAN device. If the Customer Device is purchased from a third-party provider, the device must be on CenturyLink's supported vendor list in order to be eligible for the Management package. A list of supported vendors is available on request.

c. **Monitor and Notify Only Package**. If Customer Device manufacturer is not a CenturyLink supported provider, Customer may purchase the Monitor and Notify Only package for the unsupported Customer Devices. The Monitor and Notify Only Package includes monitoring of a Customer Device, Planning and Discovery, Network Design Verification, and notification as defined in the project plan. CenturyLink's non-exclusive team of service engineers will monitor Customer's Device 24x7x365 for up/down status and notify Customer of faults.

2.3 This SOW encompasses the activities to be performed by CenturyLink as described below, which collectively shall be defined as the "Service(s)". All Services not identified in this SOW are out of scope and would require a SOW Change Request to be signed between the parties.

Services	Description
Planning & Discovery	The purpose of Planning and Discovery phase is to organize project tasks, gather technical details, establish a Project schedule, and set Customer's expectations. CenturyLink and Customer will jointly develop a project plan which will include: 1. The names of Customer's third-party providers (if any),

Exhibit K
Tailored Managed Network Services Statement of Work

Services	Description
	2. Network management requirements such as SNMP servers, 3. Notification procedures, 4. Credentials for physical and remote access to Customer's network environment, 5. Any new IP subnets that are required to facilitate configuration, and 6. All power, rack space, HVAC, cabling, lighting and any other relevant environmental requirements required to meet project objectives. CenturyLink and Customer will review CenturyLink change management processes and finalize the design for configuration and deployment.
Implementation and Migration	All implementation and migration activities will be coordinated through approved change management process to mitigate any disruptions to production traffic. Within planned maintenance windows, CenturyLink will establish L1/L2/L3 connectivity between new devices and systems and test connectivity between all devices and systems.
Management	CenturyLink uses a non-exclusive team of engineers to provide the Services under this SOW. CenturyLink has adopted and integrated the IT Infrastructure Library ("ITIL") framework methods and procedures for delivery of the Services to Customer. CenturyLink Network management includes (a) 24x7x365 performance management and remote performance and fault monitoring by CenturyLink skilled operations engineers of devices ; (b) event/incident management including fault detection, isolation, diagnosis, and remote repair when possible; (c) pro-active Customer notification and escalation as appropriate (d) engineering analysis (e) pro-active management of quality of service ("QoS"); (f) management of dialing plans and moves, adds, and changes; (g) configuration management; (h) reports and ticketing; (i) Patch Management for all hardware and software; (j) Remote Configuration Management Support; (k) monthly service performance reports; (l) on-site repair services including coordination with Customer's third party provider; and (m) a dedicated toll free support number.
Maintenance	ice maintenance will be conducted remotely through the Portal when CenturyLink receives an alarm notification or when Customer calls CenturyLink at the number CenturyLink provides during provisioning or by opening a ticket via the Portal. If CenturyLink determines a device needs to be replaced, the operations center will open a ticket or contact Customer's third-party provider directly to have a replacement device shipped to the customer site if required in accordance with the manufacturer's return and replacement policy.
Network Design Verification	turyLink will evaluate the ability of Customer's network to support the Service. In the event, CenturyLink determines in its evaluation that Customer's network environment is unable to support the Service applications, CenturyLink may provide a plan to improve Customer's network. Site surveys may be required to verify Customer network elements and configuration.
Remote Configuration Management Support	ote Configuration Management Support protects device configuration integrity. Most devices support the ability to report configuration change events when they occur. CenturyLink's monitoring systems collect these notifications and can call for automatic back-ups to run. The monitoring systems can store the most recent configuration data for reference during the Service Term. Each remote access attempt is logged and the unique user ID associated with each access attempt is recorded.
Patch Management	turyLink will provide remote critical patch updates for all devices that have active maintenance agreements and are eligible to be upgraded. When critical software, firmware or IOS patch/updates are required, CenturyLink will alert the Customer of the availability. CenturyLink will discuss with Customer the critical updates available, the current configuration and operational status of Customer's Devices affected, any associated problems or concerns about the updates, and any additional hardware requirements that may be required to implement the upgrades. If it is determined that the patch update is appropriate for Customer's current environment, CenturyLink will perform the remote patch update installation via remote access in accordance with vendor best practices. Patch installation activities may require down-time and/or out of

Exhibit K
Tailored Managed Network Services Statement of Work

Services	Description
	service planning.
Portal Access	omer will have access to the applicable Portal for reporting analytics and full visibility to their network with the option to change their Service configuration. Requests for configuration changes must be submitted by calling the operations center or opening a ticket via the portal web helpdesk. CenturyLink will exclusively maintain global administrative access to the Service at all times.
Service Performance Reviews	This Service offering includes a monthly performance review. During the review, CenturyLink will contact the Customer to: • Review the Customer's Service Level Performance report. • Review significant service impacting events which have occurred since the previous performance review. • eview content of monthly event reports if required. • Perform a device count reconciliation review. • Provide Customer with a copy of the performance report for the time period being discussed.
Documentation and Knowledge Transfer	CenturyLink will schedule formal knowledge transfer sessions to review configurations, operation, and administration of the new systems. CenturyLink will provide the following "As-Built" diagrams to Customer: network diagrams with Layer 1/2/3 detail, hardware and software inventory information, and final running configurations.
Disentanglement	Lumen's approach to the Disentanglement process is centered on seamless delivery of services to all State Users and meeting the requirements as stated in the Scope of Work. Lumen will work closely with representatives of the State and the Replacement Contractor to ensure responsibilities, processes, documentation, and knowledge is transferred methodically and with open communication to minimize any service impacts. Lumen shall, as soon as reasonably possible but, no longer than twenty-one (21) calendar days following the beginning of the Disentanglement Period, provide to State a complete and accurate list of all items that will be subject to conveyance or re-conveyance to State. Lumen agrees that its agreements with all third parties relating to this Contract, including Subcontractors, shall not include any terms that would prohibit or in any way restrict third parties, including Subcontractors, from entering into agreements with State and/or the Replacement Contractor (whether directly or through an assignment) as provided herein. Upon request from the State, Lumen will assign to the State or the Replacement Contractor, as mutually agreed upon, any leases, maintenance, support and other contracts used by Lumen in connection with the Services, and such contracts as State might select from the list provided by Lumen as set forth above. Lumen's obligation under this section shall include, without limitation, Lumen's performance of all obligations under such leases, maintenance, support and other contracts with respect to periods prior to the date of assignment to the State or the Replacement Contractor. Lumen will perform knowledge transfer to the State and/or Replacement Contractor by executing the following steps: 1. Coordinate with the State an introductory meeting to identify key participants, assign tasks to appropriate groups, and establish roles and responsibilities. 2. Documentation, as-built designs, and supporting material will be provided to the State and/or Replacement Contractor, as requested by the State. Lumen will schedule appropriate resources to deliver a high-level overview presentation to the State and/or Replacement Contractor to facilitate knowledge transfer and provide an opportunity to answer any questions related to the managed services environment. 3. State and/or Replacement Contractor will review all delivered information from Lumen to fully understand the scope, architecture, inventories, processes, and methodologies used to manage the State's environment. Lumen will coordinate follow up meeting(s) with the State and Replacement Contractor to review in detail all delivered information. State and/or Replacement Contractor

Exhibit K
Tailored Managed Network Services Statement of Work

Services	Description
	will provide Lumen with any questions that have not been answered or require further clarification in written format for final review. Lumen will respond expeditiously and with full cooperation to deliver written responses to all outstanding questions and inquiries. 4. The State and/or Replacement Contractor may request and Lumen will allow representatives to shadow Lumen's Architecture Engineer(s) to gain first-hand knowledge of the network architecture, operational processes and overall understanding of the Managed Services environment. 5. The State has defined timelines for the Disentanglement period and Lumen understands that these timelines may be decreased and should be reevaluated during the Disentanglement phase. Lumen will adhere to the maximum allowed timelines the State has defined in Disentanglement Period and will work in partnership with the State and Replacement Contractor to meet or exceed the proposed timeline for the Disentanglement period Lumen will establish an Issue Management process in order to: • Identify and record issues that the State and/or Replacement Contractor have discovered. Actions will be assigned to the appropriate team/work group • Document all issues and provide simple access to related documentation for the State and/or Replacement Contractor • Documentation will reflect the potential service impacts for each issue as well as potential impacts for any operational teams and processes • Prioritize issues based on feedback from the State and any other potential stakeholders • Define the actions required to resolve any issues through the Disentanglement phase Lumen will participate in Risk Management meetings with key stakeholders as described in the Project Plan. All potential risks and potential risk mitigation options will be discussed at that time. Risk management meetings allow Lumen and the State to discuss any problems, outages, and potential risks associated with current and future projects, and to develop a plan to mitigate the risks. Throughout the Disentanglement phase, the Replacement Contractor will be expected to attend and participate in all discussions related to risk identification, risk mitigation options, and all potential cost impacts. Lumen's approach to Risk Management is based upon the standards defined in the Information Technology Infrastructure Library (ITIL). Exit reporting will be scheduled by Lumen during the knowledge transfer phase, based on the Disentanglement Period applicable upon termination. Exit reporting may not be necessary, as this may be covered during knowledge transfer. Lumen will ensure and report that all State assets are returned and inventoried, including but not limited to: • State badges provided to Lumen Employees and subcontractors inventoried and returned (once) • Keys and access codes for State buildings provided to Lumen Employees and subcontractors (once) • Tools or equipment owned by State in the possession of Lumen Employees and subcontractors at the time of termination (once) • Passwords for all equipment will be reported back to State and/or Replacement Contractor (once for the transition to Replacement Contractor during the Transition Period) • Final list of equipment and assets in Asset Management Database at time of termination (once) • Lumen owned assets (i.e. equipment sensors or discovery tools) deployed in tandem with cloud-based equipment and cloud software will remain a Lumen owned asset. These assets will be identified to the State during the Transition phase

Exhibit K
Tailored Managed Network Services Statement of Work

Services	Description
	Technology handover will be accomplished according to the following steps: 1. Upon completion of the knowledge transfer, a "Transition Date" will be identified. This date will be reflective of Lumen's termination of contract and responsibilities and will coincide with the Replacement Contractor's start date. 2. Prior to the Transition Date, Replacement Contractor will complete shadowing of Lumen resources and will acknowledge that Lumen has responded to all outstanding questions and answers as described in the Knowledge Transfer phase. Replacement Contractor will receive and validate functional passwords as described in Exit Reporting. Replacement Contractor will have an opportunity, prior to the Transition Date, to engage the Lumen team for delivery of any missing information necessary for a successful transition. 3. On the Transition Date, Replacement Contractor will take over all hardware, software, maintenance, moves, adds, changes, projects, documentation, scheduled meetings and remaining tasks previously handled by Lumen. Lumen will no longer support State network functions or responsibilities and contract termination will be complete.

Optional Service	Description
eBonding	CenturyLink will implement an e-bonding of incident and Service request tickets between the Customer ticketing system and the CenturyLink Portal. The e-bonding will include near real-time passing of parameters/data between the systems to duplicate ticket creation, updates, closures and cancellations in both systems for one ticket queue/grouping. Customer is responsible for providing appropriate customer contacts and staffing resources for the e-bonding project coordination; and hardware/software and analysis/development services for the Customer's ticketing system platform as it pertains to the programming, installation and maintenance of the e-bonding bridge between the two parties.

Optional Additional Services	Description
On-Site Technical Support for Incident Management	If CenturyLink determines on-site technical support is necessary to assist with incident resolution, CenturyLink will dispatch technician within 4 hours of CenturyLink identifying the need. This optional service is available 24 hours per day, 7 days per week, including CenturyLink observed holidays to continue trouble isolation or implement trouble resolution. CenturyLink will notify Customer if a device is defective and needs to be replaced. If CenturyLink determines on-site support is necessary to replace a defective device, CenturyLink will dispatch a technician once Customer notifies CenturyLink they have received the replacement device. On-site technical support does not include general product replacement or issues related to non-managed devices.

Optional Additional Services	Description
Dedicated CenturyLink Resource	turyLink will provide a dedicated resource as further detailed below which will be assigned to the Customer's account. "CenturyLink Resource" means a CenturyLink employee or subcontractor who provides Services to Customer under this SOW either assigned by CenturyLink or by Customer to directly manage the Services. Each CenturyLink Resource will perform Tasks commensurate with the Resource's skill set.

Optional Additional Services	Description
	gram Manager The Program Manager (PgM) has the overall responsibility for the contract. The PgM is responsible for governance, which involves working with the over-arching structure, processes and procedures to accomplish this goal and will define, direct and manage the CenturyLink resources needed for program implementation. <u>Responsibilities of the Program Manager:</u> • Develop, plan and manage the implementation and activities of a complex CenturyLink managed Voice and Data network for government users. • Develop, direct, plan, and manage the transition from the current installed infrastructure to successful migration to a fully refreshed Voice and Data network fully managed by CenturyLink. • Plan, organize and direct all maintenance operations including installation, service, and changes. • Ensure accurate documentation of the Change Management process, including all change requests and technical and cost justification for all changes. • Ensure network operations schedules are developed and managed to meet all business objectives, work plans, and ensure all performance requirements are met. • Ensure timely Project and Service Request processing, completion, and delivery. • Analyze work plans/schedules to ensure the appropriate resources are assigned and deadlines are met. • Develop methodologies, procedures, and systems, based on ITIL best practices, to meet the performance and financial reporting requirements. • Ensure accurate reporting is provided on Project and service order progress, metrics, SLRs and all other reports in accordance with the contract. • Develop, implement, and monitor work flow processes among functional work groups. • Oversee the Quality Assurance Plan and adherence to Service Level Agreements. • Responsible to ensure customer fiscal management report development and expense control is provided. • Develop methodologies, procedures, and systems for CenturyLink solutions. • Ensure overall program progress and status reports are developed. **vice Manager** The Service Manager (SM) is an advocate for the customer, accountable to identify and assemble the resources required to resolve escalated incidents. The SM is responsible for providing information to communicate to impacted customers for major incidents. The SM provides analysis and feedback during the post review of major incidents. <u>Responsibilities of the Service Manager:</u> • Understand the business impact of the escalated incident. • Coordinate the creation of escalation teams; manage the escalation recovery process. • Create and direct the escalation communication plan. • Conduct checkpoint escalation status review meetings. • Prepare for and participate in reviews of major Incidents. • Tasked with trending and trouble escalations for chronic and outage situations.

Optional Additional Services	Description
	• Track all escalations through resolution and review processes, working with engineers, field technicians, and PM's when needed. • Deliver Service Level Reports (SLRs), trending reports and performance metrics to executives and monitor and manage SLR credits, as applicable. **ior Lead Engineer** The Senior Lead Engineer (Data) are responsible to establish overall data architecture goals and policies and ensure adherence in working with Senior and Solution Engineers to document data expectations and an overall plan of migration milestones and timelines. <u>Responsibilities of the Lead Architects:</u> • Manage data, voice and security Engineers to ensure integrity of overall architecture and design. • Prepare presentations to provide executive overview and reporting related to data/voice services. • Provide primary engineering design and configuration for data/voice systems in line with customer goals and requirements. • Provide guidance on best-in-class design and new technology adaption and deployment. • Responsible for design stability of all aspects of the data/voice network. • Create, maintain and collaborate on network documentation and reports, as required. • Work closely with other Architects to align business drivers and coordinate efforts; work with Senior Engineers to design, implement and support the enterprise data/voice infrastructure. • Develop and oversee subordinate level technical methods, procedures, and assist with complex technical solution designs; develop and document process flows. • Maintain the highest technical knowledge by attending professional workshops; review professional publications; visit vendor or other customer sites; attain and maintain professional certifications. • Provide and maintain current knowledge base regarding complex routing, switching, Optical, MPLS, Security, with an understanding of VoIP design and configuration. • Lead team efforts and discussions to better overall team and contract effectiveness. • Lead data and voice communications projects with the goal of improving or expanding the current infrastructure. • Act as liaison between customer and other network vendors (e.g. Cisco) on high-level support issues. • Provide direct interface with other CenturyLink departments in support of the Customer network. • Evaluate new technical requirements for compatibility with deployed system designs. • Evaluate new products for compatibility and applicability to the Customer data/voice network. • Identify capacity and performance issues for communications traffic to ensure continued, uninterrupted operation of all systems. • Troubleshoot and resolve complex issues. • Conduct testing of disaster recovery plans as it pertains to all equipment to detect faults, and minimize malfunctions. • Ensure customer needs are properly defined and satisfactorily met.

Optional Additional Services	Description
	• Monitor and analyze performance across the organization's (data: WANs, LANs, IPT, Optical, Security and wireless deployments; voice: IP-PBXs, legacy PBX systems, call center systems, voice mail, etc). • Provide future trending within industry and adaption recommendation to the . • Provide high-level off-hours support on a rotating basis with other on-site engineers. • Aware of all aspects of the contract from financial goals to resiliency and security. • Analyze work plans and make recommendations for improved processes. • Provide consistent feedback on improvement opportunities related to the process. • Lead to ensure that the project is high quality and meets the measures of success. **d Project Manager** The Lead Project Managers (PM) are responsible to develop, plan and manage the implementation activities for multiple, high to moderately complex projects/programs for external/internal customers The Lead PM has the overall responsibility for the progress of assigned projects/processes within budgetary and scheduling guidelines. Responsibilities of the Lead Project Managers: • Accountable for timely project completion and delivery. • Create and track projects; escalate and track project issues; document progress and prepare status reports (metrics, summaries, etc). • Communicate project critical dates and coordination with external and internal schedules related to the activity and workload. • Facilitate and conduct needs assessment meetings. • Manages day-to-day operational aspects of a project and scope. • Identify/analyze process risks and inefficiencies. • Coordinate trouble resolution and implement changes to prevent problem recurrence. • Analyze work plans and make recommendations for improved processes. • Provide consistent feedback on improvement opportunities related to the process; provide process management consulting and subject matter expertise to direct the activities of the project team. • Lead to ensure that projects are high quality and meet the measures of success. **ior Project Manager** The Senior Project Managers (PMs) are responsible to develop, plan and manage the implementation activities for multiple, small to moderately complex projects/programs for external customers. The Senior PM has the overall responsibility for the progress of assigned projects/processes within budgetary and scheduling guidelines. Responsibilities of the Senior Project Managers: • Accountable for timely project completion and delivery. • Create and track projects; escalate and track project issues; document progress and prepare status reports (metrics, summaries, etc). • Communicate project critical dates and coordination with external and internal schedules related to the activity and workload. • Facilitate and conduct needs assessment meetings. • Manages day-to-day operational aspects of a project and scope. • Identify/analyze process risks and inefficiencies. • Coordinate trouble resolution and implement changes to prevent problem

Optional Additional Services	Description
	recurrence. • Analyze work plans and make recommendations for improved processes. • Provide consistent feedback on improvement opportunities related to the process. • Lead to ensure that the project is high quality and meets the measures of success.

Optional Additional Services	Description
Custom Installation	The Project will be organized into four (4) phases to create measurable milestones and describe the overall work effort, tasks and deliverables. The following project phases, detailed tasks and activities describe the Services to be delivered by Lumen and OIT to meet the project objectives. **Phase 1 - Planning and Discovery** The Planning and Discovery Phase formally kicks off the engagement and provides the opportunity for all parties to review project scope, set expectations and schedule the initial project tasks required to meet project objectives. Tasks and Services to be performed in Phase 1 include: 14. Schedule project kickoff meeting with Lumen and End Customer 15. Identify all project stakeholders and create project contact list a. Lumen Account team b. Lumen TMNS c. State of Colorado OIT d. Other 16. Review roles, responsibilities, and points of contact a. Primary customer contact b. Customer support staff c. Escalation resources d. 3rd party contacts 17. Identify target dates, timelines, milestones, and End Customer expectations for the project 18. Review Lumen and End Customer Change Management processes a. Standard maintenance windows b. Documentation requirements c. Approval procedures 19. Plan for Consultants' physical access to the (5) in-scope datacenters a. Identify processes and security requirements b. Identify local contacts for each datacenter with escalation procedures c. Complete forms as needed 20. Establish credentials for remote access connectivity to CSN and Datacenter networking environment(s) a. Submit order to install Lumen IQ VPN Extension service to Lumen subcontractor office b. Submit to Lumen TMNS, list of implementation team members with required details to establish accounts with credentials c. Complete and submit forms in accordance with Lumen and End Customer security procedures 21. Collect equipment order info, ship dates, tracking numbers and maintenance contract numbers 22. Identify where new in-scope equipment will be shipped and plan for shipping 23. Provide CCO IDs for all implementation resources to facilitate access to Cisco TAC 24. Perform discovery of current in-scope Core network architecture

a. Devices and modules
b. Running device configurations
c. Current versions of software

25. Schedule Technical Planning sessions outside of regular project meetings as needed
    a. Review upgrade approach
    b. Target dates
    c. Roles, responsibilities and tasks for Consultant and Lumen technician(s)
26. Draft project documentation to prepare for upcoming phases
    a. Project Plan
    b. Migration Plan
    c. Test Plans
    d. Cabling and Port Assignments spreadsheet
    e. High Level Diagram (HLD) updates

Phase 2 - Staging and Configuration

Phase 2 is dedicated to the staging and configuration of all in-scope equipment to prepare for implementation activities. The project team will utilize the information collected in Phase 1 to prepare all new infrastructure for production deployment. Tasks to be performed in Phase 2 include:

8. Collect the following from Lumen, Cisco and/or End Customer
    a. Order numbers
    b. Shipping and tracking numbers
    c. Serial numbers for all hardware and software
    d. License keys
    e. Cisco SMARTnet contract numbers
9. For all new equipment to be shipped to Lumen office for staging, Consultants will perform the following
    a. Receive equipment and perform an inventory
    b. Send detailed inventory report to the project team
10. For all new equipment to be shipped directly to the datacenters, Lumen will work with local contacts to confirm receipt and gather inventory details
11. Perform staging tasks for equipment received at Lumen office
    a. Verify successful Power-On and Self-Test (POST) of all hardware
    b. Install identified IOS software image(s)
    c. Ensure the hardware and software are functioning properly
    d. Apply standard base configuration
    e. Burn-in all hardware for a minimum of 72 hours
    f. Pre-configure devices for basic network connectivity
    g. Apply configurations to each device
        i. Configurations may need to be modified to adjust for changing platforms in some cases
    h. Interconnect devices in lab and perform testing
12. Apply labels and/or asset tags to each device
    a. Lumen will provide asset tags (as needed)
13. Repackage equipment at Lumen office and ship to datacenters
    a. Gather tracking numbers and provide to project team
    b. Work with local datacenter contacts to confirm receipt
14. Develop standard configuration templates for refresh of CSN Edge Routers that are End of Life (EOL)
    a. Utilize same process of developing Excel files to create running configurations by simply entering variables that are unique to each Edge implementation.
    b. EOL devices
        i. Cisco ISR 2900 Series Routers
        ii. Cisco ISR 3900 Series Routers
    c. Replacement devices
        i. Cisco Catalyst 8200 Series Edge Platform
        ii. Cisco Catalyst 8300 Series Edge Platform

	iii. Cisco ISR 4000 Series Routers **Phase 3 - Implementation** Phase 3 will focus on the tasks required to place all proposed architecture and services into production. Any service impacting tasks will be scheduled and managed within Lumen and/or End Customer's change management processes. 3. The Migration Plan will provide a detailed description of all implementation tasks, what order they will be performed and will include backout plans. The general approach is as follows: a. A separate maintenance window will be scheduled for each Core datacenter upgrade b. Prior to upgrading a specific Core datacenter, network traffic will be routed to alternate Core datacenters utilizing redundant connections and manipulation of route metrics. c. Equipment upgrades and replacements will be completed in a manner that minimizes impacts to services d. Work with TMNS staff to establish connectivity of each new device to TMNS management systems e. Upon completion of upgrades and replacements, Lumen and End Customer will work in partnership to execute Test Plans. f. Restore traffic through the Core datacenter and close maintenance window. g. Repeat for all five (5) Core datacenters until all Core upgrades have been completed. 4. Refresh edge devices that are End of Life (EOL) a. Refresh up to twelve (12) instances to ensure the templates are accurate and capable of covering each refresh scenario. For example: i. (Qty 3) upgrade from ISR29XX to ISR4XXX ii. (Qty 3) upgrade from ISR39XX to ISR4XXX iii. (Qty 3) upgrade from ISR29XX to C8200XX iv. (Qty 3) upgrade from ISR39XX to C8300XX **Phase 4 - Documentation and Knowledge Transfer** The final phase of the Project (Phase 4) will provide the opportunity to deliver all final project documentation and knowledge transfer to Lumen TMNS staff to support ongoing management of the deployed architecture. Upon delivery of all project deliverables and knowledge transfer, Lumen will solicit acceptance from the State to close out the project. Phase 4 tasks include: 2. Provide knowledge transfer session(s) to Lumen TMNS staff to review configurations, operation, and administration of the new architecture a. Up to 2 hours of formal knowledge transfer will be provided using a WebEx service 3. Knowledge Transfer session(s) will include review of the following information and topics: a. Updated HLD document b. Final device configurations c. Administration basics 4. Provide As-Built documentation to Lumen and Customer d. Updated HLD document e. Final device configurations

Optional Additional Services	Description
On-Site Technical Support for Incident Management	If CenturyLink determines on-site technical support is necessary to assist with incident resolution, CenturyLink will dispatch technician within 4 hours of CenturyLink identifying the need. This optional service is available 24 hours per day, 7 days per week, including CenturyLink observed holidays to continue trouble isolation or implement trouble resolution. CenturyLink will notify Customer if a device is defective and needs to be replaced. If CenturyLink determines on-site support is necessary to replace a defective device, CenturyLink will dispatch a technician once Customer notifies CenturyLink they have received the replacement device.

Optional Additional Services	Description
	On-site technical support does not include general product replacement or issues related to non-managed devices.

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

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

2.6 Customer Responsibilities; Requirements.

Customer acknowledges and agrees that its failure to perform its obligations as detailed in this SOW or applicable SOW Change Request may result in CenturyLink's inability to perform the Services. CenturyLink will not be liable for any failure to perform, including any SLAs, in the event Customer fails to fulfill Customer's obligations. In addition to any Customer responsibilities listed above, the following conditions must be met by Customer throughout the term of the SOW.

(a) Customer will provide CenturyLink with appropriate access to Customer's designated locations, provide a safe work environment, and inform CenturyLink of the existence, location and condition of any hazardous materials.

(b) Customer is responsible for providing a suitable environment that meets or exceeds the manufacturers stated operating parameters for all managed devices. Before installation, Customer may be responsible for completing any necessary work or for contracting a third party to do so. Customer will be responsible for providing all required power, rack space, HVAC, cabling, lighting and any other relevant items for the environment.

(c) Customer must supply CenturyLink with final network diagrams, device configuration files and any other requested project related data. Upon request, Customer will provide CenturyLink with accurate site and physical network diagrams or maps of a service location, including electrical, other utility service maps, and heat maps

(d) Customer's authorized representative must be present during installation. If Customer misses a scheduled installation, tries to cancel a scheduled installation with less than one full business day prior notice, or causes an installation delay greater than fifteen minutes, Customer will pay any charges assessed by CenturyLink for the missed appointment. CenturyLink reserves the right to cancel the applicable Service if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. In this event, Customer will pay any applicable termination charges. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work. Service installation intervals vary depending on network size and specific device types.

(e) Customer is responsible for providing CenturyLink with a point of contact ("POC") for each site who can serve as the central contact for all information exchanged with CenturyLink. This POC must be available 24 hours a day. This POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the work day or after hours. CenturyLink is not responsible for damages that may be incurred because the customer's POC is unreachable.

(f) Customer will provide forms and process for background checks, remote access VPN, and network access credentials

(g) Customer will provide formal sign-off acceptance of deliverables

(h) Customer will provide technical standards, standard operating procedures, and/or references for Network devices (IP addressing, naming conventions, standard build, network diagrams, etc.) as requested by Consultants.

(i) A representative from Customer and each stakeholder group (i.e. Customer users, datacenter engineers, 3rd parties, etc.) will be made available to collaborate with implementation team, provide detailed network configuration information, review proposed test plans and provide authoritative sign off (as needed) prior to any work being performed.

(j) Customer will provide resources to discover, install, rearrange, document and/or test any Customer cabling to support this project.
(k) Customer will deliver requests for technical information, contact information, documentation or other Project related information in a timely manner. If responses to any such requests are delayed or, information provided is inaccurate or incomplete, Project timelines may be impacted and/or Lumen may not be able to deliver the complete Services as proposed.

i.

(l)
(m)
(n) Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide its Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.
(o) Customer must fulfil CenturyLink's connectivity requirements for CenturyLink to provide remote monitoring and maintenance capabilities including but not limited to:
- Virtual Private Network (VPN) or MPLS connectivity must be established between CenturyLink and the Customer's network as the primary method for providing remote management control.
- Customer must open firewall ports as specified by CenturyLink for device or on-site server management.

(p) Customer must execute the attached Letter of Agency (Appendix 3) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency, and any other documents as requested by CenturyLink must be provided to CenturyLink following each turn-up phase of Service activation. These documents must be recorded in CenturyLink's database.
(q) Customer is responsible for providing end-user support.
(r) Customer is responsible for IP address custody.
(s) When the Service includes servers, devices, applications and/or other equipment which have been co-located in a CenturyLink or other Customer secure facility, Customer:
- The POC must be available to provide CenturyLink 24-hour access to the facility.
- Must have fully documented details for 24-hour access requirements and procedures that are to be followed. If a security escort is required, those details MUST be included.
- Must have documented personnel access-rights and restrictions that apply.
- Must have fully documented escalation procedures when physical or network-access issues occur.

(t) Customer shall ensure production and disaster recovery ("DR") environments are provisioned with servers, local incremental and replica storage, network connectivity, CPU and memory resources, and other infrastructure components; and replication is operational unless CenturyLink is managing the Customer's infrastructure or DR environment.
(u) Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any CenturyLink equipment.
(v) In addition to the above responsibilities, the following are responsibilities specific to Customer Devices:
- Before Service begins, Customer must ensure each device's configuration is backed up and protected in the event of catastrophic loss of hardware during Service implementation.
- Customer must maintain appropriate right-to-use licenses for all software managed under this SOW. Licenses must be available on demand in the event they are required during recovery efforts. The Customer agrees to maintain software levels within one major release levels of the most current software provided by the manufacturer. Customer is required to maintain a hardware maintenance agreement and software subscription agreements with the respective vendors for the applications and CPE CenturyLink supports under this SOW including vendor support agreement contract information, vendor helpdesk numbers, and related information. Customer must provide CenturyLink access to all vendor maintenance agreements in order for CenturyLink to request parts replacements or upgrades on the Customer's behalf.
- Customer is responsible for troubleshooting and resolving any non-managed devices that interact with the in-scope devices managed by CenturyLink.

(o) In addition to the above responsibilities, the following are responsibilities specific to CenturyLink Devices:
- The CenturyLink Device is the personal property of CenturyLink or its supplier. Notwithstanding that, the CenturyLink Device, 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 CenturyLink Device other than as provided herein and will hold the CenturyLink Device subject and subordinate to the rights of CenturyLink or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of CenturyLink Device, (b) at its own expense, keep the CenturyLink Device free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the CenturyLink Device at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the CenturyLink Device to be repaired, serviced or otherwise attended to except by an authorized representative of CenturyLink or its supplier; and (e) make no alterations or affix any additions or attachments to the CenturyLink Device, except as approved by CenturyLink in writing. Customer will not remove, alter, or destroy any words or labels on the CenturyLink Device and will allow CenturyLink or its supplier to inspect the CenturyLink Device at any time. Customer must use not less than a reasonable standard of care to store and protect CenturyLink Device and will be responsible for providing a safe and secure environment for the equipment in accordance with CenturyLink's specifications. Customer agrees to: (i) not alter, move. or disconnect CenturyLink Device and (ii) notify CenturyLink as soon as Customer is aware of any circumstances that may adversely affect the CenturyLink Device or its

operation. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the CenturyLink Device following delivery from any cause whatsoever (collectively, “Loss”), until returned to CenturyLink or its supplier. Customer will indemnify, defend, and hold harmless CenturyLink, its affiliates, and suppliers 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. The CenturyLink Device is subject to the terms and conditions set forth in the manufacturer’s or publisher’s warranty or end-user license.

- Insurance. For CenturyLink Devices, Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CenturyLink Device, the following insurance: (a) “All-Risk” property insurance covering the CenturyLink Device for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum “Best’s” rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.
- CenturyLink Devices Return or Replacement. CenturyLink will provide Customer with instructions on return of the CenturyLink Device. Customer will either (i) deliver the CenturyLink Device to CenturyLink or its supplier or (ii) provide CenturyLink or its supplier reasonable access to Customer’s premises to retrieve the CenturyLink Device. CenturyLink Device must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver CenturyLink Device to CenturyLink, Customer must give CenturyLink written notice of such return. If CenturyLink Device is not delivered to CenturyLink within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CenturyLink Device and CenturyLink may invoice Customer the then-current value of the applicable CenturyLink Device model (“Replacement Cost”). If the return instructions provided to Customer state that CenturyLink or its supplier will retrieve the CenturyLink Device and Customer fails to provide CenturyLink with reasonable access to Customer’s premises within ten (10) calendar days of termination, CenturyLink may continue to charge for the Service. Where CenturyLink Device is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CenturyLink Device, and (ii) a one-time charge to cover CenturyLink’s cost to ship the new CenturyLink Device. If Customer requires on-site assistance from CenturyLink to install the replacement CenturyLink Device, 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 replacement CenturyLink Device may or may not be the same model but will provide equivalent functionality in either case.

2.7 Project Assumptions

c) Customer agrees to pay additional charges via a SOW Change Request which may apply for items not specifically provided for in the Description of Work.
d) Resources and staffing from Customer are sufficient to meet its obligations hereunder and will be committed for the duration of the Project unless specified for a different duration in this SOW.
e) CenturyLink is not responsible for the performance or quality of Customer’s third-party vendors.
f) Business Hours means 9am to 5pm local time Monday through Friday. Outside of Business Hours means any hours that are not Business Hours.
g) CenturyLink will not take responsibility for remote management of any existing systems or devices until the existing system is reviewed by qualified CenturyLink personnel and validated to be functioning properly.
h) All Supplier Services will be performed in accordance with Lumen, industry standards, manufacturer recommendations and federal, state and local codes and regulations for each respective system or Service.
i) The estimated timeline to complete this project is eight (8) months. If the actual project timeline is extended beyond the estimated timeline due to any issues outside the control of Lumen, additional charges may apply.
j) Lumen will travel to all five (5) datacenter locations to perform tasks
k) Lumen and/or End Customer will be responsible for meeting all physical requirements in datacenters before installation of equipment, including:
   i. Datacenter access
   ii. Demarc extensions
   iii. Power, rack space
   iv. Patch cables and cable management
   v. Equipment received in datacenters
l) Travel to datacenters will be scheduled after all prerequisites have been met, with minimum two-week lead time
m) Implementation team will utilize a Lumen VPN Extension service for remote access to the CSN network (management CUG).
n) All information obtained from Customer staff or through access to Customer facilities or systems in connection herewith shall be treated as Confidential Information under the Agreement.

2.8 Out of Scope Activities.

No requirements outside of those listed within this SOW will be in scope. Out of scope activities include, but are not limited to:
(a) Staging, configuring and installing equipment for non-break fix related issues if outside of the Installation services described above.
(b) Conducting major software upgrades to devices.
(c) Major system re-configuration activities.
(d) Creating custom reporting not already included within this service offering.
(e) General CenturyLink support for Customer's end users. Only authorized Customer contacts will be permitted to contact CenturyLink for support. Individuals not identified by Customer will require documented Customer approval before interfacing with CenturyLink.
(f) On-site support outside of that which has been mutually agreed within this Statement of Work or a SOW Change Request.
(g) Managing or updating client workstations.

3. PROJECT PRICING; TERM AND TERMINATION

3.1 Services Fees

Customer agrees to pay the following fees associated with this SOW as invoiced by CenturyLink within 30 days of invoice date.

For Service Locations, please see Appendix 1 attached to this SOW.

- Refer to Exhibit A-10 Managed Network Services Pricing Schedule in the Contract between Lumen and the State for applicable Rates.

	XX	**Device & Management**	$XX.XX	$XX.XX	$XX.XX	$XX.XX

*Unit MRC and Total MRC include charges for Custom Installation, eBonding, and On-Site Technical Support for Incident Management. Customer agrees to pay for (1) the fees associated with the CenturyLink Resource identified within this SOW, (2) any other additional fees which may apply for items not specifically provided for in this SOW and (3) any hours worked beyond the estimated number of hours or day, including requests by Customer to continue Projects or consulting for the Services submitted to CenturyLink via electronic mail. CenturyLink reserves the right to require the execution of a SOW Change Request as set forth below. CenturyLink and CenturyLink Resources will not be required to provide the Services beyond the contracted hours in the absence of Customer's authorization to pay. Customer will pay an additional charge ("Premium") to CenturyLink for each hour worked by a CenturyLink Resource in excess of 40 hours per one- week period. CenturyLink must pre-approve any additional hour(s) in writing.
Services performed pursuant to this SOW are provided on a strictly time and materials basis. The parties agree that the inclusion of or reference to any specific results, tasks, timelines, milestones, or other similar terms will not create any obligations or guarantees other than as specifically expressed within this SOW and that the achievement of such is not guaranteed within the good faith estimated hours and related fees. Any specific tasks and acceptance criteria listed are not a prerequisite for billing or payment. The Customer agrees to pay based on actual time spent by the CenturyLink Resource. Time estimates may vary depending on issues encountered during the Service Term.

3.2 Service Term; Renewal; Termination.

3.2.1 Service Term: Nonrecurring Services will be provided as agreed herein or within a SOW Change Request agreed upon by the parties. For monthly recurring Services, the term means 60 months ("Service Term"). After the initial Service Term, each monthly recurring Service will continue automatically for concurrent 12-month periods ("Renewal Term"), unless such Service is terminated by either party in writing per the Agreement or Service Schedule. The Service Term and any Renewal Terms are collectively the Service Term.

3.2.2 Termination. If Customer terminates any Service prior to the applicable Service Commencement Date, Customer will pay a cancellation fee of one month of monthly recurring charges for the affected fees, any applicable NRCs, plus all out-of-pocket costs incurred by CenturyLink. If any Service is cancelled by Customer or if Service is cancelled by CenturyLink as the result of Customer's default before the conclusion of the applicable Service Term, then Customer will pay to CenturyLink a termination charge equal to (a) all unpaid amounts for Service actually provided; (b) any applicable NRCs; (c) 50% of the MRC for the remaining months of the affected Service if termination occurs during the first 24 months of the Service Term (d) 25% of MRC for the remaining months of the affected Service if the termination occurs after the first 24 months of the Service Term; and (e) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs incurred by CenturyLink. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty. CenturyLink may temporarily suspend any Service immediately in the event CenturyLink has a good faith belief that such suspension is reasonably necessary to mitigate damage or liability resulting from Customer's continued use of the Service. In the event of any expiration or termination of any Service, Customer's access to the applicable Service will end and transition assistance will not be provided to Customer. Customer will remain liable for charges accrued but unpaid as of the termination date.

3.3 Any pricing quoted within this document is valid until May 1, 2022.

4. SERVICE LEVEL AGREEMENT (SLA)

The SLA applicable to the Services is attached as Appendix 2.

5. CONTROLS

5.1 Status Reports

The Primary Contacts will attend periodic status meetings to discuss progress, or designate the appropriate personnel to conduct such review, and address any other issues that arise during the Service Term. The Primary Contacts will also identify all resources needed to make decisions on its behalf in a timely fashion.

5.2 Change Control

Customer may request software changes that involve network features or system parameters and do not require an onsite visit or physical modification ("Soft Change Request"). Soft Change Requests may include modifying end user configurations, adding or removing user features and minor call-flow changes. Customer may submit one Soft Change Request per device in a calendar month. If Customer submits any additional Soft Change Requests, Customer will pay $100.00 per request. These prices are separate and in addition to the pricing table in Section 3. Examples of Soft Change Requests include:

- WAN/Security
  - Add, modify, delete router configurations, Internet Protocol (IP) addresses and related activities (e.g. DNS/DHCP)
  - Adding or removing site-to-site VPN tunnels (contingent on Customer/s need to link to remote networks)
  - Adding or deleting users and features
  - Changing authentication credentials for security purposes
  - Adding new NAT translations for new customer servers or applications
  - Adding or removing port forwarding as needed
  - Allowing or disallowing TCP ports inbound
- LAN/WLAN
  - Add, modify, delete virtual LANS
  - Adding or deleting user
  - Adding new SSIDs
  - Modifying existing SSID credentials for security purposes

Anything not listed above as a Soft Change Request will require a SOW Change Request or a new SOW.

Either party may, at any time, request changes to this SOW by submitting a written change request ("SOW Change Request") which identifies in reasonable detail each of the following.

- Summary of the requested change;
- Why the change is needed;
- When the change is needed; and
- Modifications to pricing, schedule, and terms and conditions.

For Customer requested changes, CenturyLink will evaluate the SOW Change Request, considering the feasibility of the change and impact on other Service components. Whether changes are requested by Customer or CenturyLink, CenturyLink will prepare a SOW Change Request documenting the revisions to the SOW. Changes to the SOW become effective when the SOW Change Request is accepted in writing by Customer and CenturyLink. In the event of any conflicts or inconsistencies, the terms of an executed SOW Change Request prevail over those of this SOW.

While performing the Services, if CenturyLink encounters (a) any concealed or unknown conditions, (b) a Customer Responsibility contained in this SOW that is not met or (c) a delay caused by Customer, then the scope, schedule or fees may be adjusted as necessary by execution of a SOW Change Request by the parties. If the parties cannot agree to the SOW Change Request, CenturyLink will not be obligated to deliver the affected Services.

6. MISCELLANEOUS

Notwithstanding anything to the contrary in the underlying Agreement or in the applicable Service Attachment, each party's total aggregate liability arising from or related to this SOW will be limited to the total charges paid or payable under this SOW. This SOW will prevail in the event of a conflict between the underlying Agreement, applicable Service Attachment and SOW. CenturyLink is not responsible for any loss or corruption of data or information. Customer is responsible for Customer's own network security policy and security response procedures. CenturyLink's obligations related to data are exclusively governed by the applicable security and compliance terms and conditions in the Agreement unless otherwise set forth in this SOW. CenturyLink makes no representation, warranty, or guarantee that the Services performed under this SOW comply with or satisfy any applicable governmental or industry data security standard. Customer acknowledges that CenturyLink may not identify all possible incidents or vulnerabilities and CenturyLink expressly disclaims any responsibility for any unidentified or misidentified incidents or vulnerabilities. Customer consents to CenturyLink's and its affiliates or subcontractors' use of, and transfer to the United States, or other countries, data or information (including Customer traffic or personal information such as names, phone numbers, addresses and/or email addresses) of the Customer for the sole purpose of: fulfilling its obligations under the Agreement, including in connection with its performance of the Services such as providing any applicable monitoring; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for such purposes.

7. AUTHORIZATION

Acknowledged & Agreed:

APPENDIX 1 – SERVICE LOCATIONS

			Please list the customer locations that service will be delivered at			
Location Name	**Phone Number**	**Address**	**City**	**State**	**ZIP**	**Country**
Sherman		1525 Sherman St	Denver	CO	80203	US
Kipling		690 Kipling St	Denver	CO	80215	US
E-Fort		12500 E Arapahoe Rd	Centennial	CO	80112	US
Pueblo		2 Jetway Ct	Pueblo	CO	81001	US
Colorado Springs		1250 Academy Park Loop	Colorado Springs	CO	80910	US

APPENDIX 2 – SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") applies to Tailored Managed Network Services, formerly known as Managed Enterprise service ("Service") ordered by customers pursuant to an agreement (“Agreement”) between the specific customer ("Customer") and CenturyLink ("CenturyLink"). Capitalized terms not defined in this SLA are defined in the Agreement. For Customer’s claims related to Service deficiencies, interruptions or failures, Customer’s exclusive remedies are limited to those remedies set forth in this SLA.

1. Device & Management, Management Only, and Monitor & Notify Only Service Packages Service Credits. Upon Customer's written request to CenturyLink, made within the next calendar month of the date in which the relevant SLA was not met, Customer will be entitled to the service credits as set forth below. Service credits apply exclusively to the failure of CenturyLink to meet an SLA goal for one or more managed devices that experienced an outage resulting directly from the managed devices. Service credits will not be awarded when a managed device failure occurs as a result of a failure to systems or devices which are not being managed by CenturyLink with the Service. Credits are calculated as the percentage of Affected Service MRCs. The Diagnose Reported Failure SLA goal applies to CenturyLink provided CPE which may also be referred to as CenturyLink Devices in some Service Attachments, and to Customer provided CPE which may also be referred to as Customer Devices in some Service Attachments. The CenturyLink Service Restoration SLA goal only applies to CenturyLink provided CPE and Customer must purchase four-hour onsite parts replacement maintenance. The time periods in the SLA goals are measured from the time a verifiable notification of the failure by Customer to CenturyLink, or when indicated by the Service monitoring tools, whichever is earlier, until a task to be completed under an SLA goal is completed by CenturyLink. CenturyLink’s trouble ticketing system will be the governing source of data for calculating SLA credits.

Area	Event Management	Service Credits
Call Servers/Gateways	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION. Critical – **4** hours / Major – **6** hours / Minor – **48** hours	10% of MRCs of Affected Services
Routing & Switching	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION. Critical – **4** hours / Major – **6** hours / Minor – **48** hours	10% of MRCs of Affected Services
Wireless Access Points	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION. Critical – **12** hours / Major – **24** hours / Minor – **48** hours	10% of MRCs of Affected Services
Managed Firewall	RESPONSE TO EVENT Critical – **15** Mins / Major – **15** Mins / Minor – **30** Mins DIAGNOSE REPORTED FAILURE. Critical – **1** hours / Major – **2** hours / Minor – **4** hours CENTURYLINK SERVICE RESTORATION Critical – **4** hours / Major – **6** hours / Minor – **48** hours	10% of MRCs of Affected Services

Exhibit K
Tailored Managed Network Services Statement of Work

2. Definitions.
"Affected Service" means the Tailored Managed Network Service associated with the failed managed devices.
"Critical" - Produces an emergency situation in which one or more managed devices becomes inoperable, produces incorrect results, or fails catastrophically.
"Diagnose" means the process of identification and classification used to determine the nature and/or cause of an alarm or event which have been received through automated systems or reported directly by Customer.
"Final Resolution" means the final state for any reported event where the managed devices reporting the event has been returned to fully operational status and has been determined to be operating within expected limits. Any Workaround fixes have been removed and the CenturyLink NOC begins the process for closing associated tracking tickets.
"Major" - Produces a serious situation in which one or more managed devices becomes inoperable, produces incorrect results, or a mainline function of the network is inoperative.
"Minor" - Produces a non-critical situation in which a condition exists with one or more managed devices and warns of a condition which does not jeopardize service and does not require immediate corrective action.
"Response to Event" means the time interval between when CenturyLink receives an alert and contacts the Customer.
"Service Restoration" means the act of returning failed managed devices to a usable state. Managed device restoration does not always refer to the final fix action and may include interim solutions such as Workarounds or other temporary solutions. A temporary solution can remain in use until a Final Resolution for the request can be determined and implemented.
"Workaround" means a solution that provides a temporary and suitable fix of a reported issue until a Final Resolution, patch or hardware replacement can be delivered.

3. CenturyLink Device Failure. Customer's sole remedy for failure of the CenturyLink Device will be repair or replacement of such CenturyLink Device. If repair or replacement of the CenturyLink Device is not reasonably practical, CenturyLink will notify Customer and Customer may terminate the Service upon 10 business days prior written notice to CenturyLink. Inventory will be maintained consistent with vendor recommendations. If the failure occurs and is reported during business hours (9:00 AM to 4:30 PM Eastern Time Monday through Friday), CenturyLink will replace the failed system by the end of the next business day for domestic locations. If the failure occurs after-hours, the replacement CenturyLink Device will be shipped within two business days. From time to time, CenturyLink may require that the Customer site contact provide assistance and physically access the firewall console and type in commands as instructed by a CenturyLink engineer. All instructions will be conducted in the English language.

4. Customer Device Failure. In the event that Customer Device as an actively managed component of the Service solution fails, CenturyLink will attempt to diagnose and restore managed devices. However, should Customer Device need replacement, CenturyLink will notify Customer of its inability to restore that managed device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense. Customer is not entitled to any SLA credits for Customer Device under the CenturyLink Service Restoration SLA goal.

5. Configuration Management Objectives. The objectives set forth in this section are objectives only and do not have associated SLA credits. The configuration and management objectives below are specific to remote administration and assume CenturyLink resources are not used for onsite changes. Soft Change Requests as detailed in a SOW will be completed within 48 hours.

6. Maintenance Windows. CenturyLink will perform maintenance during maintenance windows defined in the project plan. Any SLA goal that is missed because of such system upgrades will not entitle Customer to SLA credits. System upgrades may occur outside of the maintenance window upon permission from Customer's designated site contacts. Should Customer not provide CenturyLink with a maintenance window, this SLA will become void.

7. Limitations. This SLA will not apply, and Customer will not be entitled to receive an SLA credit under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; further, time elapsed due to non-responsiveness from Customer will be deducted from trouble ticket timelines when used in the calculation of SLAs goals; (b) failure of Customer Device or any other failure or malfunction of equipment, applications, public internet, network or systems not owned, controlled or provided by CenturyLink; (c) force majeure events; (d) CenturyLink's lack of access to the Customer premises where reasonably required to restore any equipment, internet, network, or systems owned or controlled by CenturyLink and necessary to provide the Service; or (e) Customer is in breach of its obligations under the Agreement, the Service Schedule or Service Exhibit, or this SOW. Credits may not exceed 100% of the MRCs for the Affected Service in a month. A credit will be applied only to the month in which the event giving rise to the credit occurred.

APPENDIX 3

LIMITED LETTER OF AGENCY
between
State of Colorado (“Customer”)
and
CenturyLink Communications, LLC (“CenturyLink”)

This limited letter of agency (“LOA”) hereby authorizes CenturyLink any CenturyLink affiliate or third party provider 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 Tailored Managed Network Services (“Service”). Service activities will consist of working with Customer’s LEC, IXC, ISP, or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer’s network connection; (b) identifying Customer’s links or data link connection identifiers; (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer’s transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC, or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

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

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

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

STATE OF COLORADO

____
Authorized Signature

____
Name Typed or Printed

____
Title

____
Date