

## CENTURYLINK™ BUSINESS-CLASS HIGH-SPEED INTERNET SERVICES ANNEX

The following Service-specific terms and conditions, together with the Standard Terms and Conditions for Communications Services and the applicable cover agreement or order form (collectively, the "Agreement"), will govern CenturyLink's provision and Customer's use of the Services (as defined below) specified in the Agreement.

### 1. Definitions.

- 1.1. "Broadband Services" means CenturyLink's DSL-based Internet access services. CenturyLink's DSL-based Internet service is also known as "High Speed Internet Service" or "HSI Service."
- 1.2. "CenturyLink" refers to CenturyTel Broadband Services, LLC and/or any operating affiliate(s) of CenturyTel Broadband Services, LLC that provide the Services described in the Agreement.
- 1.3. "Content" means content provided by CenturyLink or its third party licensors or suppliers and accessible on the Services, including without limitation images, photographs, animations, video, audio, music, and text in any format.
- 1.4. "Equipment" means the modem, router and/or other equipment provided by CenturyLink for use with the Service. Unless Customer and CenturyLink specifically agree otherwise, CenturyLink owns the Equipment. Equipment purchased in full by Customer (excluding any monthly rental or periodic use payments or similar arrangements, which are not purchases) is governed by the *Equipment Sales Product Annex*, posted to <http://www.centurylink.com/Pages/AboutUs/Legal/termsAndConditions.jsp>.
- 1.5. "Pure Broadband Services" means Broadband Services without an accompanying residential telephone access line having the ability to make outbound calls (other than 911 and 711 calls).
- 1.6. "Services" means all Broadband Services, Pure Broadband Services, Dial-Up Services, CenturyLink portal websites, and related websites and functionality provided through or in connection with those websites, any value-added services, any personal webpages created through a CenturyLink-provided website, related websites, or other CenturyLink-provided services for business customers, Software, Equipment, Content, IP addresses, technical support, email, domain name server (DNS) and related services, and other products and services provided by CenturyLink under the plan applicable to Customer's Services. The Services do not include voice telephony services. Regarding DNS, CenturyLink reroutes DNS error searches to other websites, including non-CenturyLink websites.

### 2. Order Term; Effects of Service Termination; Early Termination Fee.

- 2.1. **Order Term.** The Order Term will begin on the first day of the first complete billing month after both parties have accepted the Agreement and CenturyLink has taken all commercially reasonable steps to make the Services available to Customer. The duration of the Order Term will be stated in the Agreement or provided to Customer at the point of sale. If Customer changes Service plans, its Order Term and monthly rate may change (depending on the plan selected), but all other provisions of the Agreement will remain in effect unless otherwise noted. The Agreement also includes the specific terms and capabilities of Customer's Service plan, including the plan's pricing, Order Term requirement, applicable Early Termination Fee ("ETF"). If Customer is a month-to-month Broadband Service or Dial-Up Service customer, either Customer or CenturyLink may terminate the Agreement any time by giving notice to the other as set forth in the Agreement. Customer's termination will be effective upon its notice to us. Activation or set-up fees paid at the initiation of Services, if any, are not refundable.
- 2.2. **General Effects of Service Termination.** Except as otherwise provided in the Agreement, CenturyLink will charge Customer the ETF described below if Customer terminates Services before the end of the applicable Order Term. However, CenturyLink may, without liability,

terminate the Services at any time (and Customer will not be responsible for early termination liabilities) if:

- A. Services are not available in Customer's geographic location;
- B. Customer equipment is incompatible;
- C. CenturyLink encounters difficulties installing Equipment;
- D. During or after the installation of the Services at Customer's premises, CenturyLink determines that the Services will not perform according to the Order. "Customer Premise(s)" will include any location, whether residential or commercial, where CenturyLink is required to install Services for Customer; or
- E. CenturyLink discontinues the Services, in which case CenturyLink will provide Customer with at least 30 days' written notice.

**2.3. Early Termination Fee.** Except as otherwise provided in the Agreement, Customer will pay CenturyLink the following ETF if Customer terminates Services before completing the applicable Order Term: (A) for all Broadband Services under an Order Term in the state of Ohio, and Broadband Services and Pure Broadband Services under an Order Term in all locations where such Services are provided by former CenturyTel entities, respectively, an amount equal to the monthly recurring Service charge multiplied by the number of months remaining in the then-current Order Term, up to a maximum of \$200.00, or (B) for Broadband Services and Pure Broadband Services under an Order Term in all locations where such Services are provided by former Embarq entities (other than Ohio), respectively, \$199.00. For a full listing of locations where Broadband Services and Pure Broadband Services are provided by former CenturyTel and Embarq entities, see [www.centurylink.com](http://www.centurylink.com) or ask CenturyLink customer service for a full listing and description of which entity provides Broadband Services in Customer's area.

**2.4. Late Fees for Services.** Except as otherwise provide in the Agreement, for each month in which any portion of Customer's Service charges are not paid by the due date listed on its bill, CenturyLink may charge Customer a late fee on unpaid balances and may also terminate or suspend Services without notice. Depending on the state where CenturyLink provides Services to Customer, the late fee is a combination of a flat amount (up to \$15.00 per month), and a fixed percentage on the total, unpaid amount of Customer's bill (up to 5% per month in all states except Indiana, where the percentage is 10% on the first \$3 owed and then 3% on the remaining balance). If CenturyLink uses a collection agency or initiates any legal action to recover amounts due, Customer will reimburse CenturyLink for all expenses incurred to recover such monies, including attorneys' fees.

**2.5. Service Termination Timeline and Effects**

- A. **Timeline.** It may take up to 30 days to disconnect Services. Regardless of the reason for disconnection, Customer must pay all charges incurred until disconnection of Services. Customer will be charged the full monthly recurring charges for Services and all other charges for the month in which Services terminate. Promotional credits or discounts may not be provided on Customer's final invoice. If Customer reinstates Services following cancellation or termination, Customer may be required to pay a deposit, an activation fee, or a reconnection fee.
- B. **Deletion of Data upon Termination.** Customer agrees that CenturyLink has the right to immediately delete all data, files, and other information (including emails, address books, web storage content, etc.) stored in or for Customer's account or any Customer-created website without notice to Customer after Services have been terminated for any reason.
- C. **Return of Equipment upon Termination.** If Services are terminated for any reason and Customer did not purchase the Equipment from CenturyLink, Customer must return the Equipment to CenturyLink or Customer will be charged for the Equipment.

**3. Revision to these Service-specific Terms and Conditions.** From time to time, CenturyLink will make revisions to these Service-specific terms and conditions. CenturyLink will provide notice of such revisions

by posting revisions to [www.centurylink.com](http://www.centurylink.com), [www.centurylink.net](http://www.centurylink.net), or [www.centurylink.com/Pages/AboutUs/Legal/termsAndConditions.jsp](http://www.centurylink.com/Pages/AboutUs/Legal/termsAndConditions.jsp) (collectively, the "CenturyLink Website"), or sending an email to Customer's primary embarqmail.com, centurytel.net, or centurylink.com email address, or to other CenturyLink-provided email addresses. Customer will visit the CenturyLink Website periodically to review any such revisions.

Material changes and increases to the monthly price of the Services shall be effective thirty (30) days after CenturyLink provides notice to Customer via any of the following methods: bill messages, bill inserts, separate mailings, email notification, recorded announcement, posting to the Company Website, or any other reasonable method of notice at our sole discretion; revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email CenturyLink sends Customer. By continuing to use the Services after revisions are effective, Customer accepts and agrees to abide by the terms and conditions set forth in such revisions. CenturyLink will not provide notice of changes to promotional prices, offers, and applicable taxes, fees, or surcharges (unless required by law or regulation).

#### **4. Customer Responsibilities; Restrictions on Use.**

**4.1. Customer Responsibilities.** Customer is responsible for all use of Services and its account, whether by Customer or someone using its account with or without its permission, including all secondary or sub-accounts associated with its primary account, and to pay for all activity associated with its account. **Customer agrees that CenturyLink, in its sole discretion, may place restrictions on use of Services, and immediately disrupt, suspend, or terminate Services without notice for violations, suspected violations, or to prevent violations of the Agreement.**

**4.2. Restrictions on Use.** Services are a retail service. Customer will not resell the Services, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial) unless expressly permitted by CenturyLink under the Agreement. For Broadband Services, Customer may connect multiple computers/devices within a single office to its modem and/or router to access the Services. Customer will not exceed any bandwidth usage limitations that CenturyLink may establish from time to time for the Services. Servers may be connected to the Services, but only to the extent they do not interfere with CenturyLink's provision of the Service, impair other's use of the Service, or otherwise violate CenturyLink's Acceptable Use Policy ("AUP"). Violation of this section may result in bandwidth restrictions on the Services or suspension or termination of the Services.

**4.3. Dial-Up Accounts.** If Customer subscribes to CenturyLink's dial-up Internet access services ("Dial-Up Services"), Dial-Up Services may be subject to log-off automatically and without notice if the account is idle for a certain period of time. An account session may be deemed to be idle if there appears to be no interactive, human generated data received from the computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of the Agreement. Customer may only use its account for one log-on session per connection type at a time and it may not use more than one IP address for each log-on session. If Customer's pricing plan includes an hourly usage allocation, unused hours will not carry over to another billing cycle.

**4.4. Broadband Accounts.** If Customer uses its account to connect through a dial-up connection, it is responsible for any dial-up usage charges above any monthly dial-up allotment that may apply. Additional User IDs provided for Customer's email boxes may not be used as dial-up connections.

#### **5. Email Services**

**5.1. Email Storage and Other Limitations.** Customer's mailbox storage space, the size of outgoing and incoming email, and the number of mailboxes available to Customer are limited. Limits are based on Customer's Service type and are listed at <http://sitecontrol.qwestoffice.net>, <http://www.qwest.net>, and [http://my.qwest.net/nav4/help/your\\_acct/quota\\_warning.html](http://my.qwest.net/nav4/help/your_acct/quota_warning.html). Limits described on these websites may change at any time without additional notice to Customer. When

a mailbox reaches its limit, Customer will not be able to receive or send email. Additionally, email that exceeds the size limit will not be delivered, and Customer will receive a notice that the email was too large. CenturyLink email accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio, and video files. Additional User IDs provided for email boxes are not intended for use as dial-up connections. Any usage associated with additional email box User IDs will be charged the per-hour rate associated with usage above the monthly allotment for dial-in access (where available).

- 5.2. Associated Email Accounts.** Only Customer may use Customer's email accounts. Customer must keep Customer's email accounts and passwords confidential and not authorize any third party to access or use the email accounts on Customer's behalf. Customer must contact CenturyLink immediately if Customer suspects misuse of Customer's email accounts or any security breach in the Service. For some parts of the Service, Customer may be able to set up additional accounts that are dependent on Customer's account ("Associated Email Accounts"). If Customer uses Associated Email Accounts, Customer agrees that the Agreement applies to such Associated Email Accounts. Customer is responsible for all activity that takes place with Customer's Service account and any Associated Email Accounts. If Customer uses an Associated Email Account, Customer acknowledges that the holder of the Service account has full control over such Associated Email Account. If Customer establishes any Associated Email Accounts, Customer understands and agrees that the holder of that account may: manage Customer's email account, reset Customer's password, or suspend or cancel Customer's account; view Customer's account's usage and profile data, including how and when Customer's account is used; and read or store content in Customer's account, including electronic communications, contact lists, and other information. Customer hereby indemnifies CenturyLink for any claims, costs, and/or damages incurred as the result of any email account holder, associated with Customer's Service account, asserting that the Service account holder accessed the account or its contents in excess of the Service account holder's authority.
- 5.3. Change of Service.** A change of Service could lead to the loss of stored email. Such loss may ordinarily be prevented by saving such email on Customer's personal computer prior to the change of Service. Customer will not hold CenturyLink liable for the loss of email during the change of Service process, whether caused by Customer or CenturyLink.

- 6. Web Hosting Service.** Some Customers are eligible to receive one of three optional Web hosting packages, described more fully on the CenturyLink Website. Additional charges may apply for certain of these packages. If Customer is an eligible Web hosting customer, CenturyLink will provide the Services described for the package Customer selects, including space on a shared Web server for Customer's own, created website ("Customer's Website"), as well as assistance with domain name registrations. If Customer uses the Web hosting feature, this section also applies to Customer's use of the Services.

- 6.1. Customer Responsibilities.** Customer acknowledges and agrees that:
- A.** the use of Customer's Website and any content, information, and all other aspects of Customer's Website will comply with the AUP and any applicable laws, and will not violate any rights of another;
  - B.** Customer is solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through Customer's Website; and
  - C.** CenturyLink has no interest in, nor control over, any of the content or information that is accessible on Customer's Website. CenturyLink may, without prior notice, terminate or suspend Customer's Website if CenturyLink believes that Customer has violated the Agreement.

## 6.2. Domain Name.

- A. Use of Domain Name. If CenturyLink provides Customer with a domain name that has CenturyLink's name or marks embedded therein ("CenturyLink Domain Name"), Customer may only use the CenturyLink Domain Name during the term of the Agreement. CenturyLink owns and has the right to change the CenturyLink Domain Name. Other than for identifying the location of Customer's Website, Customer may not issue any public announcement regarding the Agreement or use the name or any marks of CenturyLink or any of its affiliates without the prior written approval of CenturyLink.
- B. Renewal of Domain Name. If Customer has obtained a CenturyLink Domain Name, Customer may request that CenturyLink automatically renew Customer's CenturyLink Domain Name registration annually. Customer will be charged an Annual Domain Name Registration fee for each such renewal. If Customer does not request CenturyLink to automatically renew Customer's CenturyLink Domain Name, Customer will be responsible for renewal.
- C. Expiration or Termination of Domain Name. If Customer's CenturyLink Domain Name expires, it will be placed in redemption status starting thirty (30) days after expiration. The redemption status period lasts for up to thirty (30) days. If Customer asks CenturyLink to reinstate Customer's CenturyLink Domain Name during the redemption status period, Customer will be charged a domain name reinstatement charge. Customer's email and Web hosting will not function while Customer's CenturyLink Domain Name is in redemption status. Customer's CenturyLink Domain Name may not be reinstated after the redemption status period has expired. Please consult the CenturyLink™ High-Speed Internet rate card ("Rate Card") applicable to Customer for details. The Rate Card is posted at: <http://qwest.centurylink.com/legal/hostingratecard.pdf>, and is incorporated herein by reference. If Customer wants to terminate Customer's CenturyLink Domain Name, Customer must contact CenturyLink at <http://sitecontrol.qwestoffice.net> to request termination. Customer will need to specify that Customer would like to cancel Customer's CenturyLink Domain Name. The cancellation of Customer's CenturyLink Domain Name does not terminate Customer's Website or other Service under this Agreement.
- D. Domain Name Transfers. CenturyLink does not monitor, and will not automatically cancel, Service for problems relating to domain name transfers. If Customer has trouble transferring Customer's domain name and Customer wishes to terminate Service, Customer must notify CenturyLink as indicated in the Agreement. Whether or not Customer's domain name transfers, Customer will be responsible for paying any outstanding amounts owed on Customer's account through the date of termination.

**6.3. Web Hosting Storage Space and Other Limitations.** Customer's Web hosting storage space is limited. Limits are based on Customer's Service type and are available at <http://sitecontrol.qwestoffice.net>, and may change in CenturyLink's sole discretion. CenturyLink Web hosting accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio and video files. Any Customer Web hosting site whose disk space usage for storing multimedia files exceeds 70% of its total usage in terms of total size or number of files will be considered to be using an excessive amount and may be terminated.

**6.4. Traffic Allowance.** Traffic limits are located at <http://sitecontrol.qwestoffice.net>. If Customer exceeds Customer's traffic allowance, Customer will be charged a traffic overage charge depending on the resources utilized, and Customer may be given the option to either (a) reduce the resources used to an acceptable level, or (b) upgrade Customer's Service to a higher priced plan.

- 6.5. Ownership of Web Site.** The legal owner of any Customer Website or account with CenturyLink will be the individual or organization whose name is listed in CenturyLink’s database as the owner. Customer will fully cooperate with and abide by any and all of CenturyLink’s security measures and procedures in the event of any dispute over ownership of Customer’s Website or account with CenturyLink. Customer owns all graphics, text or other information or content exclusively supplied by Customer for incorporation into or delivery through Customer’s Website. CenturyLink owns any software developed or modified by CenturyLink and all graphics, text or other information or content materials supplied by CenturyLink for incorporation into Customer’s Website (“CenturyLink Materials”). Customer may only use the CenturyLink Materials in association with Customer Website, and only during the Agreement Term.
- 7. Web Design Services.** CenturyLink customers purchasing the Grow Essentials or Grow Complete packages (each, a “Package”) under the Agreement are eligible to receive optional Web design services available for each Package, described more fully on the CenturyLink Website and in separately-provided terms and conditions specifically describing the obligations of Customer and CenturyLink that Customer must accept prior to accessing and using the Packages (“Design Terms”). If the Design Terms conflict with any other Service-specific provisions of the Agreement, the Design Terms will prevail for purposes of the applicable Package and the Web design Services only. Charges for Web design Services are set forth in the Rate Card posted at <http://qwest.centurylink.com/legal/hostingratecard.pdf>, which is incorporated by reference herein. CenturyLink may subcontract all or a portion of the Web Design Services. Actual work may be performed by CenturyLink or other third parties selected by CenturyLink. A minimum service term (“MST”) of 12 months is required for the Grow Complete Package, and Customer’s termination of the Grow Complete Package before the completion of the MST may result in assessment of a cancellation charge, as further described in the Design Terms. Regarding any cancellation charges, Customer expressly acknowledges and agrees that in addition to any cancellation charges in the Design Terms, the terms and conditions regarding termination in the Standard Terms and Conditions also apply to termination of the applicable Package. CenturyLink will not include any customized Web design Services that Customer requests.
- 8. Optional CenturyLink Office Backup Service.** This section does not apply to CenturyLink Personal Digital Vault Service (“CPDV”). CPDV is purchased under a separate agreement available at <http://qwest.centurylink.com/legal/digitalvault/>. Prior to using the CenturyLink Office Backup, Customer must activate the Service via SiteControl. Additional CenturyLink Office Backup Service plans are available to customers as an option at the rates shown in the Rate Card. System requirements and features of the Service are set forth at <http://help.qwestoffice.net/>. The following additional terms and conditions apply to Customer’s use of CenturyLink Office Backup Service.
- 8.1.** Use of the Service requires download of software to Customer’s personal computer. During the download process, Customer will be asked to review and agree to the terms of a third-party end user license agreement.
- 8.2.** The Service provides remote storage and backup capability of data from Customer’s personal computer hard drive. Storage space available for backups is limited by the plan Customer selects. If Customer exceeds the storage space allotted to Customer for Customer’s plan, Customer will receive an error message, and backup will not proceed until Customer either deletes unneeded files from Customer’s backup so that sufficient storage space becomes available, or Customer purchases a plan with sufficient additional storage space. Deleting files removes them from all stored backup versions, and they will no longer be accessible for recovery. Customer will be solely responsible to determine what data gets backed up, and the backup intervals.
- 8.3.** If Customer accesses CenturyLink Office Backup Service from outside of the United States, any information that Customer transmits through the Service will be transferred to the United States and stored in servers located there, which may be owned and maintained by a third party processor. CenturyLink contractually requires such processors to maintain Customer’s personally-identifiable information under specific confidentiality terms which comply with United States law.

Customer's information may be subject to less protective data protection laws than the country in which Customer is located.

- 8.4.** CenturyLink Office Backup Service is not an archival service. Customer is solely responsible to maintain original versions of Customer's files on Customer's personal computer(s) that Customer backs up. Access to Customer's files through Customer's CenturyLink Office Backup account will cease upon termination or expiration of Customer's account.

**9. Additional Provisions related to Customer's E-Mail, Web Hosting, Web Design, CenturyLink Office Backup and Associated Services**

- 9.1. Additional Features and Applications.** Additional features and applications may be provided as part of the Service. Additional charges may apply. Please consult the Rate Card for details.

- 9.2. Changes to Customer's Plan.** Customer may elect to change to a lower priced Web hosting plan on the same platform. Additionally, Customer may elect to upgrade to a higher priced plan on the same platform. No charge will apply for upgrades/downgrades. Requests for upgrades or downgrades should be directed to: <http://sitecontrol.qwestoffice.net>.

- 9.3. Required Payment Method.** Some Services, such as E-Mail, Web Hosting, Web Design, CenturyLink Office Backup and associated Services, require Customer to pay by credit card. For those services only, CenturyLink or any applicable third party agents may accept VISA, MasterCard or American Express. If Customer provides CenturyLink Customer's credit card information, Customer authorizes CenturyLink to automatically charge Customer's credit card for charges that apply to Customer's account. CenturyLink will automatically charge Customer's credit card on the billing due date shown on Customer's billing statement. If Customer requests a chargeback on Customer's credit card of the amounts CenturyLink has charged, Customer will be subject to a chargeback fee. If CenturyLink is unable to charge Customer's credit card for any reason, Customer may be subject to Service suspension or account termination at CenturyLink's discretion. Please see the Rate Card for applicable charges. If Customer pays by credit card, Customer is responsible for directly updating, or notifying CenturyLink, of any changes to Customer's credit card (including, but not limited to card number, expiration date, billing address, or card status).

- 10. Port 25 Filtering.** Port 25 is primarily used for communication between email servers. Filtering email communication going to and from customers on port 25 improves network security and helps to reduce the spread of e-mail-borne viruses and reduce the overall volume of spam on the Internet. Port 25 filtering is a recognized Internet industry best practice for service providers and is used by CenturyLink to automatically protect Customer's computer from being used by malware (typically caused by a virus) to send or relay spam.

- 11. CenturyLink Installation.** For CenturyLink-provided installation of Services, the following applies:

- 11.1. CenturyLink Responsibilities.** CenturyLink will perform the following installation services:

- A.** Provide a list of requirements and a Customer pre-installation checklist that must be confirmed by Customer at each Customer premise(s) before installation; and
- B.** Install the equipment and software necessary to initiate the Services. CenturyLink reserves the right to employ third parties for the actual on-site installation.

- 11.2. Customer Responsibilities.** Customer will:

- A.** Meet each of the requirements set forth in the Services welcome packet. If these requirements are not met before a CenturyLink-provided installation date and cause the

installation to be delayed, CenturyLink may charge Customer a fee for each additional installation attempt.

- B.** Warrant and represent that it owns the Customer premises or Customer has received permission from the owner of the Customer premises to allow CenturyLink to make any changes to the Customer Premises needed to install the Equipment and provide the Services to Customer and that the use of the equipment space and associated facilities, conduits and rights-of-way comply with all applicable laws, rules and regulations, as well as any existing leases or other contractual agreements or rights of others.
- C.** Grant to CenturyLink or its subcontractors the right to enter the Customer premises during normal business hours Monday through Friday to perform installation, repair or maintenance services in support of the Services.
- D.** Configure its Local Area Network, if applicable, so that Services are available to Customer at Customer premises. Customer will configure its equipment to interface with the Services, including PCs, printers, other routers, switches, servers and hubs. Customer will configure its routers that are different from the CenturyLink standard installation configuration. CenturyLink will not be responsible for interference with the performance of Services caused by Customer's configuration of its router.

### **11.3. Completion of Installation.**

- A.** CenturyLink will use commercially reasonable efforts to complete installation of Services at each Customer premise within any agreed-upon timeframes.
- B.** Installation will be complete if the post-installation performance check that CenturyLink conducts confirms that an end-user at Customer's premises may properly access the CenturyLink network via the Services. If CenturyLink determines that the test is successful, CenturyLink will consider the Customer as "In Service" and CenturyLink will begin billing the Customer as of the In Service date.

**12. Self Installation.** "Self Installation" means the Services are installed by Customer. If Self-Installation is available, CenturyLink will ship the Equipment and instructions necessary for Customer to initiate Services. Customer will install Equipment according to CenturyLink-provided instructions. CenturyLink will provide customer service representatives to assist Customer with installation via a local or toll-free number. If Customer requires that CenturyLink install the necessary equipment and software for Services at a particular Customer Premise, Customer will be billed separately for installation services.

### **13. Availability of and Changes to Services.**

**13.1. Service and Bandwidth Availability and Speed.** Services may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that Customer's line was qualified. CenturyLink will provision qualified Service lines at the maximum line rate available to Customer locations based on standard line qualification procedures, unless Customer has selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Services and the type of use (e.g., streaming media), among other factors. The download speeds of the Services will range from 85% to 100% of the listed download speeds due to conditions outside of network control, including customer location, Internet congestion, computer configuration, websites that Customer access, Customer's Equipment, the condition of Customer telephone lines and wiring, among other factors. CenturyLink makes no guarantees or representations related to download or upload speeds. CenturyLink reserves the right, at any time, with or without prior notice, to restrict or suspend



Services to perform maintenance activities and to maintain session control. CenturyLink assumes no responsibility or liability for interruption of the Services or Service performance differences.

- 13.2. Dial-Up Services Upgrade.** CenturyLink, at its option, reserves the right to upgrade Customer's existing Dial-Up Services to Broadband Service at no charge. If Customer does not wish to accept such an upgrade, Customer must contact CenturyLink customer service to revert back to Dial-Up Services.
- 13.3. Changes to Customer's local voice telephony service.** Changes to Customer's local telephone company or discontinuing local telephone service may cause CenturyLink to terminate Services or continue to provide Broadband Service without CenturyLink's local voice service at the then-current rates, terms and conditions applicable to the new Service plan. Customer agrees to pay any new or higher monthly fee that may apply to the new Service plan. If CenturyLink terminates Services under this section, then CenturyLink may charge any early termination fees and Equipment-related fees.
- 13.4. Changes to Service or Features.** CenturyLink reserves the right to change any of the features, Content or applications of the Service at any time with or without notice. This includes the portal services Customer may make available as part of the Service or for an additional charge.
- 13.5. Protection of Services.** CenturyLink may take any action it deems appropriate without notice to protect the Services and its facilities for provision of the Services. If CenturyLink denies Customer access to the Services pursuant to this section, Customer will have no right or ability to access any materials stored on or available through the Internet through CenturyLink, and CenturyLink has no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for consequences resulting from the lack of notification. Customer will protect CenturyLink's network by either disabling or password-protecting files on computers or have a firewall solution that prohibits unauthorized access to computers.

#### **14. Software Licenses and Third-party Services.**

- 14.1.** CenturyLink may provide, for a fee or at no charge, software for use in connection with the Service which is owned by CenturyLink or its third party licensors, providers and suppliers ("Software"). CenturyLink reserves the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on computers or Equipment, and Customer will permit such changes and access to its computers and Equipment. Customer may use the Software only in connection with the Services and for no other purpose.
- 14.2.** Certain Software may be accompanied by an end user license agreement ("EULA") from CenturyLink or a third party. Customer's use of the Software is governed by the terms of that EULA and by the Agreement, where applicable. Customer will not install or use any Software that is accompanied by or includes a EULA unless it first agrees to the terms of the EULA.
- 14.3.** For Software not accompanied by a EULA, Customer is granted a limited, personal, revocable, non-exclusive, non-transferable and non-assignable license by CenturyLink or its applicable third party licensor(s) to install and use the Software (and any corrections, updates and upgrades thereto). The license is effective upon the earlier of delivery or installation, and extends only to Customer's own use of such Software and only on the designated Equipment or with the designated Services. Customer may not make any copies of the Software. Customer agrees that the Software is confidential information of CenturyLink or its third party licensors and that it will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by CenturyLink or its third party licensors. Customer may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service

bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. Customer will not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that CenturyLink or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

**14.4.** CenturyLink may discontinue provision of the Software for any reason, including without limitation if CenturyLink's agreement with a software vendor is terminated. Additionally, for certain third-party vendors Software will no longer be functional if: (i) Customer or Customer's end users discontinue subscribing to the vendor product for which the Software was provided or to CenturyLink's Service; (ii) the Agreement is terminated for any reason whatsoever; or (iii) when Customer's prepaid term for Service under the Agreement expires and Customer has not purchased a new term. Upon termination of Customer's Service or CenturyLink notice to Customer of discontinuance of the Software offering for any reason, Customer must immediately stop using the Software associated with the terminated Service and destroy any copies Customer may have and delete it from Customer's computer.

**14.5.** If Customer subscribes to or otherwise use any third party services offered by CenturyLink, its use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of Services

**14.6. Federal Procurements.** This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other transaction with the Federal Government which calls for delivery or use of the Software by the Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Government agrees that the Software qualifies as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Government's use and disclosure of the Software and documentation, and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon CenturyLink to make the Agreement effective, unless CenturyLink specifically so consents by separate written agreement. Please contact CenturyLink for Software manufacturer information.

## **15. Management of Customer Data and Computers.**

**15.1. Customer Responsibilities Regarding Management of Customer's Computer and Data.** Customer is solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Services, and for management of its information, including but not limited to back-up and restoration of its data. CUSTOMER AGREES THAT CENTURYLINK IS NOT RESPONSIBLE FOR THE LOSS OF DATA OR FOR THE BACK-UP OR RESTORATION OF DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON CENTURYLINK SERVERS OR CUSTOMER DEVICES. CUSTOMER SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON CENTURYLINK'S OR ANY THIRD PARTY'S SERVERS.

- 15.2. Content and Data Management by CenturyLink.** CenturyLink reserves the right to: (A) use, copy, display, store, transmit and reformat data transmitted over its network and to distribute such content to multiple CenturyLink servers for back-up and maintenance purposes; and (B) block or remove any unlawful content Customer stores on or transmit to or from any CenturyLink server. CenturyLink does not guarantee the protection of Customer content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
- 15.3. Responsibilities Regarding Security.** Customer agrees that it is solely responsible for maintaining the security of its computer(s) and data, including without limitation, encryption of data and protection of its User ID, password and personal and other data. CenturyLink recommends the use and updating of commercial anti-virus, anti-spyware, and firewall software. Customer understands that it may be possible for unauthorized third parties to monitor data traffic. If Customers wishes to secure its usage in connection with the Services, it has the obligation to obtain, at its own cost, encryption software or other transmission security protections. Customer assumes full responsibility for the establishment of appropriate security measures to control or limit access to its information.
- 15.4. Monitoring of Network Performance by CenturyLink.** CenturyLink automatically measures and monitors network performance and the performance of the Internet connection and the network. CenturyLink also will access and record information about Customer computers and Equipment's profile and settings and the installation of CenturyLink-provided software. Customer permits CenturyLink to access its computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Services. Customer consents to CenturyLink's monitoring of its Internet connection and network performance, and to our accessing and adjusting its computer settings, as they relate to the Services, Software, or other services, which CenturyLink may offer from time to time. CenturyLink does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of CenturyLink or its authorized vendors, contractors and agents.
- 15.5. Internet Usage.** CenturyLink gathers information about Customer's Internet usage such as the sites visited, session lengths, bit rates, and number of messages and bytes passed, as well as Customer's location. CenturyLink uses this information in the aggregate and may share this aggregated information with other parties from time to time. CenturyLink also collects and uses personally identifiable information obtained from Customer and from other sources for billing purposes, to provide and change service, to anticipate and resolve problems with Services, or to identify, create and inform customers about products and services, from CenturyLink and others, that better meet needs or might be of interest, as well as products and services unique to Customer's location. Except as otherwise provided, CenturyLink will not use or disclose any of personally identifiable information unless compelled by a court order or subpoena, Customer's consent to the use or disclosure, or to protect its broadband services and facilities. When CenturyLink uses agents, contractors or other companies to perform services on its behalf, CenturyLink will require that they protect Customer's personally identifiable information consistent with the Agreement.
- 15.6. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI shall be random, infrequent and incidental to CenturyLink's provision of Service and is 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). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Agreement.

- 16. Extension of Provisions to Certain Third Parties.** With respect to Services only, all warranty limitations and limitations of liability applicable to CenturyLink in the Standard Terms and Conditions also are applicable to CenturyLink's third party suppliers and subcontractors.
- 17. Limitations on Use of Services.** At CenturyLink's sole discretion, failure to comply with the following subsections may result in immediate suspension or termination of Services.
- 17.1.** Customer acknowledges and agrees that CenturyLink: (1) is not responsible for invalid destinations, transmission errors, or the corruption of data; and (2) does not guarantee Customer's ability to access all websites, servers or other facilities or that the Service is secure or will meet all needs.
- 17.2.** Customer will not restrict, inhibit, or engage in any conduct that prevents others from using the Internet or interferes with CenturyLink's ability to provide the Services including, but not limited to hacking, circumvention of user authentication or security of any host network, or account, use of any CenturyLink products and services, or any "denial of service" attacks (port scans, deliberate overload attempts, etc.).
- 17.3.** Customer acknowledges that the Services will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. Customer agrees that the supervision of use of the Service by children is its responsibility and that CenturyLink is not responsible for access by Customer or any other users to objectionable or offensive content. CENTURYLINK STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE. Customer will not post or transmit any unlawful, threatening, abusive, libelous, defamatory, vulgar, obscene, indecent, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting or encouraging, conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation U.S. export control laws and regulations. Customer will not post or transmit any information or software that contains a virus, trojan horse, worm or other harmful component.
- 17.4.** Customer is not authorized to use any CenturyLink name or mark as a hypertext link to any CenturyLink Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of CenturyLink.
- 17.5.** Customer agrees that CenturyLink assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that CenturyLink does not endorse any advice or opinion contained therein, whether or not CenturyLink provides such service(s). CenturyLink does not monitor or control such services, although its reserves the right to do so.
- 17.6.** Customer will not transmit, upload, post, submit, transmit, publish, reproduce, distribute, or in any way exploit any content, images or data obtained using the Service for commercial purposes, engage in any commercial or business activities using the Service, or use such data or content in a manner that violates copyright or trademark laws or any other third party's rights.
- 17.7.** Customer will not send unsolicited e-mail causing complaints from the recipients of the unsolicited e-mail, send large quantities of unsolicited e-mail to individual e-mail accounts (a/k/a, spamming or mailbombing), make any unauthorized attempt to gain access to any account or computer resource not belonging to that user, or attempt to send e-mail or postings using a name or address of someone other than Customer, attempting to impersonate any person or using forged headers or other identifying information.

- 17.8.** Customer will not run programs or servers that interfere with CenturyLink's provision of the Services, impair other's use of the Services, or otherwise violate the AUP. Violation of this section may result in bandwidth restrictions on the Services or suspension or termination of the Services.
- 17.9.** Websites linked to or from the Service are not reviewed, controlled, or examined by CenturyLink and Customer acknowledges and agrees that CenturyLink is not responsible for any losses Customer incurs or claims to have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by CenturyLink.