

**CENTURYLINK® TOTAL ADVANTAGE® EXPRESS AGREEMENT  
FIBER + ENTERPRISE IA PACKAGE PROVISIONS**

To receive the Fiber + Enterprise IA Package ("F+E IA Package") described in these Fiber + Enterprise IA Package Provisions ("F+E IA Package Provisions"), Customer must sign and return the CenturyLink® Total Advantage® Express Agreement ("Agreement"), or amendment to the Agreement ("Amendment"), as applicable. This offer is only valid through the Cutoff Date ("Offer Period"). However, CenturyLink may, in its sole discretion, accept orders and quotes beyond that date, and any such orders and quotes will be subject to the terms of these F+E IA Package Provisions. Unless otherwise noted, Services under these F+E IA Package Provisions are provided by CenturyLink QCC. The F+E IA Package pricing is subject to the terms and conditions of these F+E IA Package Provisions. Services under an F+E IA Package are subject to the Analog VoIP (in the Analog VoIP or Digital VoIP service-specific section), Domestic CenturyLink IQ® Networking, Local Access, and Rental CPE service-specific provisions of the Agreement (collectively, the "Service Provisions"). The Rental CPE term and all Services under each F+E IA Package will be subject to the Service Term set forth in the pricing table on the Summary Page. Cancellation Charges may apply if Customer terminates Services under an F+E IA Package prior to expiration of the then-current Service Term. Additional charges may apply as set forth in the Agreement, including any attachments or Order Forms.

**(a) Scope.** The purpose of this offer is to provide package pricing ("Package Pricing") for Customers purchasing a suite of CenturyLink services provided as a package, including Analog VoIP Service ("VoIP"), CenturyLink IQ Networking Service, CenturyLink Local Access Service, and Rental CPE with maintenance (collectively, F+E IA Package(s) or the "Services"). Package Pricing is shown in Addendum A to these F+E IA Package Provisions and on the Summary Page. Unless otherwise stated in the Agreement, Package Pricing is exclusive of, and may not be combined with, any other offers, discounts or promotions.

**(b) Eligibility and Restrictions.**

**(i) Eligibility.** Package Pricing is available to: (A) new customers who are ordering F+E IA Packages with at least six VoIP lines per site; and (B) existing customers who are adding F+E IA Packages with at least six VoIP lines per site. Package Pricing is only available to customers located within a building where CenturyLink fiber facilities are available, and that has been designated by CenturyLink for inclusion in this F+E IA offer. Building locations that are not served with CenturyLink fiber or not designated for inclusion in this offer are not eligible for F+E IA Package Pricing. If CenturyLink determines after entering into the Agreement or after accepting an Order Form that a Customer location is not eligible for Services, CenturyLink has no obligation to provide Services at that location. Package Pricing requires a minimum purchase of six lines per site. Subject to the eligibility requirements and restrictions, Package Pricing will apply to new F+E IA Packages ordered under the Agreement.

**(ii) Restrictions.** Customer must order all the applicable Service elements and CenturyLink-Supplied CPE for an F+E IA Package at the same time. Package Pricing will apply only if the CenturyLink-Supplied CPE is configured and installed specifically for use with an F+E IA Package. Purchase of CPE and use of Customer-supplied CPE are not supported for F+E IA Packages. Customer must agree to use the Services under an F+E IA Package for the minimum number of months associated with the Package Pricing selected ("Service Term"). Each F+E IA Package purchased by Customer will have its own Service Term, commencing on the Start of Service Date for that F+E IA Package. The Start of Service Date and commencement of billing for an F+E IA Package will not depend on completion of telephone number porting or activation of the voice component of the F+E IA Package. Upon expiration of its Service Term, each F+E IA Package will automatically renew for consecutive renewal terms equal to the initial Service Term (collectively, the "Term"), unless either party elects to cancel all of the Services by providing written notice to cancel at least 60 days prior to the conclusion of the then-current Term. If any Service component of an F+E IA Package is terminated before the then-current Term is completed, Customer must pay CenturyLink all accrued but unpaid charges incurred prior to the date of termination, plus a Cancellation Charge equal to: (A) the sum of the applicable F+E IA Package MRC, plus Additional Line MRCs, multiplied by: (1) 100% times the number of months, if any, remaining in the first year of the Service Term; (2) 75% times the number of months, if any, remaining in the second year of the Service Term; and (3) 50% times the number of months, if any, for the remainder of the Service Term; (B) the amount of any applicable non-recurring charges waived or discounted by CenturyLink for the Services; (C) the amount of any installation or construction charges incurred by CenturyLink to install the Services; and (D) charges incurred by CenturyLink from a third-party provider that result from the early termination. The Term and Cancellation Charge defined herein will apply for all Service components in lieu of any minimum service term and cancellation charges defined in the Service Provisions, except that the charge in the Rental CPE section that applies if Customer fails to return rental CPE to CenturyLink will also apply. CenturyLink may modify or discontinue Package Pricing after the Service Term for each F+E IA Package is completed. Upgrades and additional F+E IA Packages after the initial order(s) will be subject to then-current Package Pricing.

**(c) Package Pricing.** Package Pricing applies to Service elements as described in the following sub-sections.

**(i) Analog VoIP Service.** The MRCs for initial VoIP lines, local and On-Net Calls, and either Standard or Pro Configuration Management are included in the applicable F+E IA Package MRC. All other charges for VoIP Service components or options will be as set forth in Addendum A, on the Summary Page, or in the Analog VoIP Service-specific section, including but not limited to charges for Additional Lines and charges listed in the Other Charges pricing table. Pro Configuration Management for purposes of F+E IA Packages will include optional firewall on the applicable Rental CPE when Public Port or Internet Port services are selected, as described below.

**(A) Firewall Service Description.** CenturyLink will provide firewall ("FW") via built-in FW security controls on the applicable Rental CPE (available with certain models only) for Customers selecting Public Port or Internet Port services and optional Pro Configuration Management. Customer must select from available templates for the initial FW security configuration. Customers may request up to ten (10) FW security configuration changes per year. CenturyLink will not implement FW security configurations that negatively impact the performance of Service.

**(B) 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 FW provided with the F+E IA Package 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 Service: (1) Customer will nonetheless be liable for payment for all Services provided by CenturyLink; and (2) the SLA will not apply.

**(ii) CenturyLink IQ® Networking Service.** The MRCs for CenturyLink IQ Networking ports are included in the applicable F+E IA Package MRC. For CenturyLink IQ Networking Service ordered under this Agreement, Package Pricing applies to 10, 20, 40, 60, 80, 100, 200, 300, 400 and 500 Mbps, or 1 Gbps, Internet Ports, Private Ports and Enhanced Ports only. Certain bandwidths listed above are not available at all locations. CenturyLink will waive the SIG Activation NRC for Enhanced Port F+E IA Packages. Except as otherwise set forth in these F+E IA Package provisions, all other pricing on the Summary Page or in the CenturyLink IQ Networking Service-specific section remains unchanged.

**(iii) Local Access Service.** F+E IA Packages must utilize Local Access Service provided by CenturyLink. The Local Access MRC is included in the Package MRC. The NRC will apply to the initial installation of F+E IA Packages, including standard Local Access NRCs, but does not apply to any special construction fees or other ancillary local access charges (including but not limited to expedite charges, change charges and any charges other than standard local access NRCs). If required at Customer's location, CenturyLink will provide Extended Wiring at no additional charge. For purposes of these F+E IA Package Provisions, Extended Wiring under the Local Access Service-specific provisions will include Ethernet Local Access. Except as otherwise set forth in these F+E IA Package Provisions, all other pricing for Local Access Service, including but not limited to special construction and ancillary local access charges, will continue to apply and is not discounted.

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- (iv) Rental CPE.** The Rental CPE MRC is included in the applicable Package MRC. Rental CPE includes a router and/or Integrated Access equipment, depending on the bandwidth and voice options selected by Customer. The Rental CPE included in Customer's F+E IA Package is shown on the Summary Page or in a Rental CPE Rate Attachment. CenturyLink reserves the right to certify additional Rental CPE models for use with F+E IA Packages, or to discontinue availability of the current models, at any time without notice. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylinkselectadvantage.com>. CenturyLink will provide ProMET® On-Site Standard (8X5, on-site, next business day) maintenance of the router and/or Integrated Access equipment at no additional charge. If Customer's location qualifies, Customer may order optional ProMET® On-Site Premium (24X7, on-site, 4-hour response) maintenance for that location for an additional MRC shown in Addendum A.
- (v) End to End Performance Reporting.** If Customer orders a new F+E IA Package with Private or Enhanced Port within the Offer Period, CenturyLink will provide CenturyLink IQ Networking End to End Performance Reporting for new and existing F+E IA Packages with Private or Enhanced Port. CenturyLink will waive End-to-End Performance Reporting MRCs. Waived MRCs do not contribute to the Revenue Commitment under the Agreement. Upgrades do not qualify as a new F+E IA Package for purposes of End to End Performance Reporting.
- (vi) Service Provisioning.** CenturyLink will provide Service up to the Standard Network Interface ("SNI") at Customer's location(s). The SNI is that location where CenturyLink's protected network facilities end and Customer's inside wire or network begins. Additionally, CenturyLink will install and configure CenturyLink-supplied CPE at Customer's location(s). Assistance from Customer's current voice and/or data vendor(s) or other skilled equivalent is required in the initial stages to complete installation of Service on Customer's side of the SNI (e.g., additional Customer inside wiring, configuration of PBX, computers and phones, etc.). Such vendor(s), or other skilled equivalent, must be able to perform the actions listed on the Customer Vendor Support Checklist provided to Customer by CenturyLink. Failure to correctly perform such actions may cause a Service outage. Customer will be responsible for coordination with such vendor(s), and for any charges billed by such vendor(s). Those charges are not included in the pricing set forth in the Agreement.
- (d) Package Pricing.** Package Pricing for F+E IA Packages ordered by Customer is shown on the Summary Page. Other charges related to F+E IA Packages are shown in Addendum A.
- (e) Service Upgrade/MACD Pricing.** If Customer has completed three months or more of its initial Service Term, Customer is eligible to upgrade to a new F+E IA Package within the first fifteen months following the Agreement or Amendment Effective Date, as applicable. Available upgrades include: (i) a higher bandwidth level, (ii) a port type with increased network flexibility (e.g., Internet Port to Private Port or Enhanced Port, or Private Port to Enhanced Port), (iii) ProMET® On-Site Premium maintenance (if Customer's location qualifies), or (iv) adding Pro Configuration Management (each an "Upgrade"). Where Customer is upgrading port type, Customer will not be required to commence a new Service Term. For bandwidth Upgrades, Customer must commence a new Service Term at the time of the Upgrade that is at least as long as Customer's current Service Term. Cancellation Charges will be waived as long as an Upgrade is purchased and the local access circuit remains at the same Service address, and, for bandwidth Upgrades, if the local access circuit has also been installed for 12 months or longer. Additionally, if Customer is upgrading from an bandwidth of 20Mbps or lower to an bandwidth of 40Mbps or higher, installation of new Rental CPE may be required at Customer's site, and an on-site dispatch charge will apply in addition to any Upgrade NRC shown in Addendum A. The charge for on-site dispatch will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates. Customer may also at any time request changes to its Service requiring configuration management, such as adding VoIP lines or telephone numbers, or changing the FW configuration (a "MACD"). The MACD charge for remote configuration support is shown in the Upgrade/MACD table in Addendum A. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch. If necessary, Customer's existing Rental CPE may be replaced, or additional Rental CPE may be installed, to support the Upgrade. If there is a replacement, any existing Rental CPE associated with Customer's initial F+E IA Package must be returned to CenturyLink within 15 days of the new Rental CPE installation. If the Rental CPE is not returned, Customer must pay to CenturyLink a charge for non-return of the Rental CPE as indicated in the Rental CPE Service-specific section. The applicable Upgrade NRC shown in the Upgrade/MACD pricing table in Addendum A will be charged in addition to the new MRC associated with the upgraded F+E IA Package. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.
- (f) Domestic Inbound 8XX.** Provided Customer has a minimum of six VoIP lines at the applicable site, Domestic inbound 8XX calls are available as an option with F+E IA Packages for additional charges shown in Addendum A. Additional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. CenturyLink is required by the FCC to state in this Agreement that Customer is prohibited from using any toll free telephone number, or other telephone number advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. International 8XX inbound calls are available pursuant to the international voice provisions of this Agreement for a separate charge.
- (g) NRC Discounts/Waivers.** Subject to Cancellation Charges for early termination, 100% of the Voice Mailbox NRC in the Other Charges pricing table in Addendum A will be waived. The discount and waiver will not apply to any other NRCs for the Package or underlying Services, including but not limited to upgrade, special construction, expedite or other ancillary charges. If Customer terminates without Cause prior to expiration of the Service Term, Cancellation Charges will include (in addition to any other applicable Cancellation Charges in these F+E IA Package Provisions) the difference between \$500 and the Package NRC shown on the Summary Page, plus the amount of any waived Voice Mailbox NRC.
- (h) Miscellaneous.** All other terms not specifically set forth in these F+E IA Package Provisions, including without limitation, any other rate elements, are as stated in the Agreement, and will remain in effect. If there is a conflict these F+E IA Package Provisions will take precedence over the remainder of the Agreement.

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**ADDENDUM A**

The Rental CPE term and all Services under each Package receiving Package Pricing will be subject to the Service Term set forth in pricing tables on the Summary Page. Cancellation Charges may apply where Customer terminates Services under a Package prior to expiration of the then-current Term. Additional charges may apply as set forth in these F+E IA Package Provisions, in the Service-specific provisions, and in the Agreement.

**1. Fiber + Enterprise IA Package Other Charges:**

Component	Charges
Pro Configuration Management (if added to an existing Package with Standard Configuration)	\$50.00 per month
ProMET® On-Site Premium Maintenance <sup>1</sup>	1 and 2 Year Service Terms - \$50.00 per month 3 and 5 Year Service Terms - \$40.00 per month
Additional Line MRC (applies to additional lines over those shown in the F+E IA Package pricing table on the Summary Page)	1 Year Service Term - \$25.00 per line 2 Year Service Term - \$15.00 per line 3 and 5 Year Service Terms - \$10.00 per line
Additional Line NRC (applies to additional lines over those shown in the F+E IA Package pricing table on the Summary Page)	\$10.00 per line
Interstate and Intrastate LD Off-Net Calls	\$0.03 per minute
International Off-Net Calls (per minute) Include promo code "1Q04 BRP"	See the International Off-Net Call Price List at <a href="http://www.centurylink.com/small-business/products/voip/contracts/voip_ild.xls">www.centurylink.com/small-business/products/voip/contracts/voip_ild.xls</a>
White Page Listing (MRC per listing)	\$1.95 <sup>2</sup> monthly recurring charge per listing
Voice Mail (MRC per mailbox)	\$9.95 monthly recurring charge per mailbox
Voice Mail (NRC per mailbox) – 100% Waived	\$5.00 per mailbox
Directory Assistance (per call)	\$1.99 per call
Additional Telephone Numbers	N/A <sup>3</sup>
Minimum # of Lines per Package	6
Maximum # of Lines per Package	Variable, depending on Port size, CPE and Codec

<sup>1</sup> Customer's location must qualify for ProMET® On-Site Premium maintenance.

<sup>2</sup> Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for In-Region locations only. "In-Region" means areas within the following states where CenturyLink's affiliate Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") is the incumbent local exchange carrier: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

<sup>3</sup> CenturyLink is not currently charging for additional telephone numbers. However, CenturyLink reserves the right to begin charging for this feature in the future. There is no additional charge for line numbers, pilot numbers for hunting, or toll free voice mail numbers.

**2. Domestic Outbound Long Distance/Domestic Inbound Toll Free Waiver & Pricing For Fiber + Enterprise IA Package ("LD/TF Pricing").** CenturyLink will waive per minute charges for minutes of usage for domestic outbound LD Off-Net Calls each month per product account, depending on which Tier (shown in the table below) Customer qualifies for. Additionally, if Customer purchases domestic inbound 8XX service from CenturyLink for use with the Service product account, the charges for those domestic inbound 8XX minutes of use will be included in the waiver. "MOU" as used herein means minutes of use. For domestic outbound long distance Off-Net and domestic inbound 8XX MOUs that exceed the Tier limit, MOUs will bill to the Customer each month at the per minute rate shown in the table. If Customer does not use the entire waived MOU in a given month, the unused minutes may not be carried over to the following month. International Off-Net Calls and international inbound 8XX calls are not eligible for this pricing. CenturyLink reserves the right to modify or eliminate this long distance/toll free pricing for a Package after its initial Service Term is completed. If Customer adds or removes sufficient VoIP lines from a product account such that Customer qualifies for a different Tier, Customer's long distance/toll free pricing for that product account will decrease or increase to the Tier applicable to Customer's new line total. The decrease or increase in long distance/toll free pricing will become effective at CenturyLink's earliest opportunity, but not later than the second full billing cycle following the date CenturyLink receives the order to decrease or increase VoIP lines.

Tier	Number of Lines under Product Account	MOU Waived/Month For That Product Account (total of both domestic outbound LD Off-Net and domestic inbound 8XX)	Domestic Off-Net LD and Domestic Inbound 8XX Per Minute Rate for Additional Minutes of Use	Promo Code
1	6-13 Lines	2000	\$.03	EZRATE I2 O
2	14-24 Lines	4000	\$.03	EZRATE I4 O

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**3. Fiber + Enterprise IA Package Upgrade/MACD Charges:**

Promo Code	Upgrade/MACD Options	NRC per Upgrade or MACD <sup>4</sup>
iQIABundUPGR	Upgrade to a higher bandwidth (No bandwidth downgrades)	\$275.00
iQIAPortUPGR	Upgrade from Internet Port to Private Port or Enhanced Port, or Upgrade from Private Port to Enhanced Port (no port downgrades)	\$200.00
iQIAConfigCH	Add Pro Configuration Management or upgrade to ProMET® On-Site Premium IAD maintenance	\$200.00
iQIARMTEMAC	Non-Premise Dispatched - Remote Configuration Support - (i.e. - Changes to the IAD configuration to support line and telephone number adds/changes/deletions, FW configuration changes) and other configuration work, such as support for Customer moves - billable per hour	\$100.00 per hour

<sup>4</sup> If Customer is purchasing Pro Configuration Management, Customer may elect to utilize one or more of the 10 FW configuration changes per year included with Pro Configuration Management in lieu of paying the Remote Configuration Support charge listed above. Each time Customer elects to do that, the "no charge" FW configuration changes available to Customer for that year will be reduced accordingly. The foregoing waiver will not apply to changes requiring on-site dispatch.

Customer may be eligible to receive with the Fiber + Enterprise Internet Bundle Provisions certain optional savvisdirect value-added services provided by CenturyLink affiliate CenturyLink TS at some locations at no additional charge. If eligible, Customer will receive a URL and log-in credentials to access the savvisdirect Web site. When Customer first logs in to the URL, Customer will be asked to accept the savvisdirect terms and conditions before activating the value-added services. The savvisdirect value-added services are described below, and are governed by the savvisdirect terms and conditions found at <http://savvisdirect.com/legal-tc>, and not by this Agreement. Savvisdirect services are not available at all locations. CenturyLink and/or its affiliate CenturyLink TS may modify or discontinue this offering for future Fiber + Enterprise Internet Bundle purchases.

Value-Added Services Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	20 licences includes email with 50 GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	20 Licenses at 10GB each
Cloud Fax	250 Inbound/Outbound Pages
Search Engine Submission	Attracta
Microsoft SharePoint Online	10GB plus 500MB per user

Customer may purchase additional savvisdirect value-added services at the following CenturyLink TS Web site: <http://www.savvisdirect.com/centurylink>. Additional charges will apply.