

**CENTURYLINK® TOTAL ADVANTAGE® EXPRESS AGREEMENT  
FIBER + ENTERPRISE SIP WITH IAD PACKAGE PROVISIONS**

To receive the Fiber + Enterprise SIP with IAD Package ("F+E SIP IAD Package") described in these Fiber + Enterprise SIP with IAD Package Provisions ("F+E SIP IAD 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 SIP IAD Package Provisions. Unless otherwise noted, Services under these F+E IA Package Provisions are provided by CenturyLink QCC. The F+E SIP IAD Package pricing ("Package Pricing") is subject to the terms and conditions of these F+E SIP IAD Package Provisions. Services under an F+E SIP IAD Package are subject to the SIP Trunk, 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 SIP IAD 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 SIP IAD 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 these F+E SIP IAD Package Provisions is to offer Package Pricing for Customers purchasing a suite of CenturyLink services provided as a package, including SIP Trunk VoIP Service ("SIP Trunk" or "VoIP"), CenturyLink IQ Networking Service, CenturyLink Local Access Service, and Rental CPE (collectively, "F+E SIP IAD Package(s)" or the "Services"). Package Pricing for the F+E SIP IAD Package is shown in these F+E SIP IAD Package Provisions (including Addendum A hereto) 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. All other rate elements not specifically set forth in these F+E SIP IAD Package Provisions are as stated in the Agreement, Summary Page and Service Provisions.

**(b) Eligibility and Restrictions.** The Package Pricing is available to: (a) new customers who are ordering F+E SIP IAD Packages with from 6 to 48 VoIP Sessions per site; and (b) existing customers who are adding F+E SIP IAD Packages with from 6 to 48 VoIP Sessions 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 SIP IAD offer. Building locations that are not served with CenturyLink fiber or not designated for inclusion in this offer are not eligible for F+E SIP IAD 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 Sessions per site. Package Pricing will apply to new Services ordered hereunder. Customer must order all the applicable Service elements and Rental CPE in the F+E SIP IAD Packages shown below at the same time. Package Pricing will apply only if the Rental CPE is configured and installed specifically for use with the F+E SIP IAD Package(s). "Rental CPE" means the hardware described in the Rental CPE section below and listed on the Summary Page or in the Rental CPE Rate Attachment. Purchase of CPE and use of Customer-supplied CPE are not supported for F+E SIP IAD Packages. CenturyLink may modify or discontinue Package Pricing after the Service Term for each F+E SIP IAD Package is completed. Upgrades and additional F+E SIP IAD Packages after the initial order(s) may be subject to then-current Package Pricing.

**(c) Term.** Customer must have an Agreement Term of 12, 24, 36 or 60 months and Customer must agree to use all of the Services under each F+E SIP IAD Package for the minimum number of months associated with the Package Pricing shown on the Summary Page ("Service Term"). Each F+E SIP IAD Package purchased by Customer will have its own Service Term, commencing on the Start of Service Date for that F+E SIP IAD Package. The Start of Service Date and commencement of billing for an F+E SIP IAD Package will not depend on completion of telephone number porting or activation of the voice component of the F+E SIP IAD Package. Upon expiration of its Service Term, each F+E SIP IAD 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 thereof at least 60 days prior to the conclusion of the then-current Term. If an F+E SIP IAD Package or any Services under an F+E SIP IAD Package are canceled by Customer for any reason other than Cause or by CenturyLink for Cause before the Service Term is completed, then Customer must pay CenturyLink all accrued but unpaid charges incurred prior to the date of termination, including charges for Service used by Customer or its End Users if termination has been delayed for any reason, such as delays for porting Customer's telephone numbers to another carrier, plus a Cancellation Charge equal to: (1) the sum of the applicable F+E SIP IAD Package MRC shown on the Summary Page, plus any Additional Session and TN MRCs for Sessions and TNs added after the initial order, multiplied by: (A) 100% times the number of months, if any, remaining in the first year of the Service Term; (B) 75% times the number of months, if any, remaining in the second year of Service Term; and (C) 50% times the number of months, if any, for the remainder of the Service Term; (2) the amount of any applicable non-recurring charges waived or discounted by CenturyLink for the Services; (3) the amount of any installation or construction charges incurred by CenturyLink to install the Services; and (4) 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 charges in the Rental CPE Service-specific section that apply if Customer fails to return rental CPE to CenturyLink will continue to apply. Additional rules or exceptions to term and cancellation requirements are specified in the Upgrades section below.

**(d) Services and Pricing.** Pricing is shown in Addendum A and on the Summary Page.

**(i) SIP Trunk Service.** The MRCs for initial Sessions and TNs, QoS, local calls, and On-Net Calls are included in the applicable F+E SIP IAD Package MRC. Except as otherwise set forth in this F+E SIP IAD Package Section, all other charges for SIP Trunk Service components or options will be as set forth in Addendum A, on the Summary Page, or in the SIP Trunk Service-specific section. The following SIP Trunk optional services are not available with F+E SIP IAD Packages: Enterprise Diversity, Site/Switch Diversity, IP Diversity, Dedicated VoIP Interconnect, SIP REFER, Enterprise Session Pooling, and Remote DIDs. This offer supports only one VoIP location per F+E SIP IAD Package. Customer may not order TNs for a location other than the location where the CenturyLink IQ Networking Service has been installed.

**(ii) CenturyLink IQ Networking Service.** The MRC for an 10, 20, 40, 60, 80, 100, 200, 300, 400, or 500 Mbps, or 1 Gbps, CenturyLink IQ Networking Internet Port, Private Port or Enhanced Port is included in the applicable F+E SIP IAD Package MRC. Certain bandwidths listed above are not available at all locations. CenturyLink will waive the SIG Activation NRC for Enhanced Ports associated with F+E SIP IAD Packages. CenturyLink will also waive the End to End Performance Reporting MRC associated with Private or Enhanced Ports associated with an F+E SIP IAD Package, as set forth below. Any other pricing components related to CenturyLink IQ Networking ports will continue to apply as set forth on the Summary Page or in the CenturyLink IQ Networking Service-specific section.

**(iii) Local Access Service.** F+E SIP IAD Packages must utilize a Local Access Service provided by CenturyLink. The MRC for Local Access Service is included in the F+E SIP IAD Package MRC. The NRC shown on the Summary Page 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 SIP IAD Package Provisions, Extended Wiring under the Local Access Service-specific provisions will include Ethernet Local Access.

**(iv) Rental CPE.**

**(A)** The Rental CPE MRC is included in the applicable F+E SIP IAD Package MRC. Rental CPE includes a router and/or Integrated Access equipment, depending on the bandwidth and voice options Customer selects. The Rental CPE included in Customer's F+E SIP IAD Package is shown

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on the Summary Page or in a Rental CPE Rate Attachment. Package Pricing also includes up to 10 Rental CPE configuration changes per year (which includes any firewall security configuration changes identified in the following section). CenturyLink will perform all maintenance and configuration of the Rental CPE, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE 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 <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. CenturyLink reserves the right to certify additional Rental CPE models for use with F+E SIP IAD Packages, or to discontinue availability of the current models, at any time without notice.

**(B) Firewall.** CenturyLink will provide firewall ("FW") security via built-in FW security controls on the applicable Rental CPE. Customer must select from available templates for the initial FW security configuration. Customers may request up to ten FW security configuration changes per year. CenturyLink will not implement FW security configurations that negatively impact the performance of Service.

**(C) 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 SIP IAD 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 SLAs will not apply.

**(v) End to End Performance Reporting.** If Customer orders a new F+E SIP IAD 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 SIP IAD 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 SIP IAD 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.

**(vii) Package Pricing.** Package Pricing is shown on the Summary Page, and includes the number of Sessions and TNs listed in the Summary Page pricing table, local and Off-Net Calls, 1 CenturyLink IQ Networking port, rental and maintenance for the CPE models listed in the Summary Page table, and up to 10 CPE configuration changes per year. Other charges related to F+E SIP IAD Packages are shown in Addendum A.

**(viii) Service Upgrades/MACDs.** The parties will sign an amendment to add applicable pricing for any upgraded F+E SIP IAD Packages. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

**(A) Port Type or Bandwidth Upgrades.** Customer is eligible to upgrade to a new F+E SIP IAD Package under the Agreement with (1) a higher bandwidth, or (2) a port type with increased network flexibility (e.g., Internet Port to Private Port or Enhanced Port, or Private Port to Enhanced Port), commencing three months or more after the Start of Service Date for the applicable F+E SIP IAD Package (each an "Upgrade"). All Upgrades must occur during the Offer Period, increase either the bandwidth level or port type (or both), and keep the same CPE. Where Customer is upgrading port type, Customer will not be required to commence a new Service Term. For bandwidth Upgrades, the F+E SIP IAD Package must begin a new Service Term at time of the Upgrade that is the same or longer than Customer's then-current Service Term. Additionally, if Customer is upgrading from an bandwidth of 20Mbps or lower to a 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. The Cancellation Charges associated with the Service elements under the original F+E SIP IAD Package 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 service being upgraded has been installed for 12 months or longer. The applicable Upgrade NRC shown in Addendum A will be charged in addition to the new MRC associated with the upgraded F+E SIP IAD Package.

**(B) Maintenance Upgrade.** If Customer has an F+E SIP IAD Package with NBD Maintenance (8x5 remote next business day), Customer may upgrade to an F+E SIP IAD Package with 24x7 Premium Maintenance (24x7 on-site 4-hour response time) (also an "Upgrade") during the Service Term without restarting a new Service Term, provided that: (1) the F+E SIP IAD Package remains at the same location and Customer's location and Rental CPE device qualifies; (2) Customer keeps the same port type; (3) Customer pays the Upgrade NRC shown in Addendum A; and (4) Customer pays the MRCs for the applicable F+E SIP IAD Package with Premium Maintenance going forward. If Customer requests more than one Upgrade, the Upgrade NRC will apply for each upgrade (e.g., for both bandwidth and maintenance, 2 x \$275).

**(C) MACDs.** Customer may also at any time request changes to its Service requiring configuration management, such as adding VoIP Sessions or telephone numbers, or changing the FW configuration (a "MACD"). The MACD charge for remote configuration support is shown in the Service Upgrades/MACD Pricing 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. Customer may elect to utilize one or more of the 10 FW configuration changes per year included with an F+E SIP IAD Package in lieu of paying the remote configuration support charge. 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.

**(D) Rental CPE.** If necessary, Customer's existing Rental CPE may be replaced, or additional Rental CPE may be installed, to support an Upgrade. If there is a replacement, the existing Rental CPE associated with Customer's F+E SIP IAD 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 Provisions.

**(ix) Waivers/Discounts.** CenturyLink may discount or waive certain charges for Packages or Package options. No other discounts or waivers will apply to the charges for Services ordered hereunder, including but not limited to Service Upgrade/MACD NRCs, special construction fees or other ancillary charges such as expedite charges and change charges. Any Waiver or discount will only apply if Customer is in compliance with its obligations under the Agreement, and only so long as the Services ordered hereunder and subject to the waiver or discount remain installed and used by Customer for the Term. If the Agreement or any Service subject to a waiver or discount is terminated or cancelled prior to the conclusion of the then-current Term for reasons other than a default by CenturyLink, Customer shall be required, within 30 days of such termination, to repay (in addition to any other

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applicable Cancellation Charges set forth in this section) the amount of any discounted or waived charges. The Cancellation Charge for a waived or discounted Package NRC will equal the difference between \$500 and the Package NRC shown on the Summary Page.

**(x) Pricing for Domestic Long Distance Off-Net and Domestic Inbound 8XX Calls (“LD/TF Pricing”).** Domestic LD/TF Pricing for F+E SIP IAD Packages will be as shown in Addendum A.

**(e) Miscellaneous.** All other terms not specifically set forth in these F+E SIP IAD 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 SIP IAD 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 SIPT IAD Package Provisions, in the Service-specific provisions, and in the Agreement.

**1. Fiber + Enterprise SIP with IAD Package – Other Charges:** The following additional charges will also apply if Customer orders the options listed. Additional optional feature, usage and other charges for underlying Services may also apply.

**1.1 MRCs:**

Pricing Component	12 Month Service Term	24 Month Service Term	36 or 60 Month Service Terms
Additional Flat Local Sessions (Per Session after the initial Sessions ordered with a Package, up to a maximum of 48 Sessions per location)	\$25.00	\$15.00	\$10.00
Additional TNs – new or ported (Per TN after the initial TNs ordered with a Package)	\$0.18	\$0.18	\$0.15
ProMET® Premium On-Site Maintenance for the IAD or Router*	\$50.00	\$50.00	\$40.00
Business White Pages Listing (Per Listing)**	\$1.95	\$1.95	\$1.95

\* Customer's location must qualify for Premium Maintenance.

\*\* 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 CenturyLink QC In-Region/in-franchise 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.

**1.2 NRCs:**

Pricing Component	NRC
TN Set Up (Per TN)	\$3.00*
TN Porting (Per TN)	\$5.00*
8xx Service Activation (Per Service Instance**)	\$350.00***
Directory Assistance (Per Call)	\$1.99

\* CenturyLink will waive the TN Set Up NRC and TN Porting NRC for the first 30 TNs (new or ported).

\*\* A service instance is a Trunk Group location. A "Per Service Instance" charge will be billed once for each Trunk Group location ordered by Customer, even if Customer orders multiple Trunk Groups to the same location.

\*\*\* CenturyLink will waive the 8xx Service Activation NRC.

**2. Fiber + Enterprise SIP with IAD Package Pricing for Domestic Long Distance Off-Net and Domestic Inbound 8XX Calls ("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 LD/TF Pricing. CenturyLink reserves the right to modify or eliminate the LD/TF Pricing for a Package after its initial Service Term is completed. If Customer adds sufficient SIP Trunk Sessions from a product account such that Customer qualifies for a different Tier, Customer's LD/TF Pricing for that product account will increase to the Tier applicable to Customer's new Session total. The increase in LD/TF 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 increase SIP Trunk Sessions.

Tier	Number of Sessions 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 Sessions	2000	\$.03	EZRATE T2 O
2	14-27 Sessions	4000	\$.03	EZRATE T4 O
3	28-40 Sessions	6000	\$.03	EZRATE T6 O
4	41-48 Sessions	8000	\$.03	EZRATE T8 O

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**3. Fiber + Enterprise SIP with IAD Package Upgrade/MACD Charges:**

Promo Code	Upgrade/MACD Options	Upgrade/MACD NRC*
<b>IQSIPBUNUPGR</b>	Bandwidth Upgrade (no bandwidth downgrades are allowed) or upgrade from Standard 8X5 Remote NBD maintenance to Premium On-Site 24x7 maintenance	\$275.00
<b>iQIAPortUPGR</b>	Upgrade from Internet Port to Private Port or Enhanced Port, or Upgrade from Private Port to Enhanced Port (no port downgrades are allowed)	\$200.00
<b>iQIARMTEMAC**</b>	Non-Premise Dispatched - Remote Configuration Support - (i.e. - Changes to the IAD configuration to support Session and telephone number adds/changes/deletions, or FW configuration changes) and other configuration work, such as support for Customer moves - billable per hour	\$100.00 per hour

\* CenturyLink reserves the right to modify the Upgrade and MACD charges shown above at any time without notice to Customer.

\*\* Customer may elect to utilize one or more of the 10 FW configuration changes per year included with a Package 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 SIP IAD Package 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 SIP IAD Package 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.