

LUMEN® MASTER SERVICE AGREEMENT INCENTIVE CREDIT ADDENDUM

This Incentive Credit Addendum (“Addendum”) supplements either the Lumen or Lumen® Master Service, CenturyLink® Total Advantage® or CenturyLink® Loyal Advantage® (“Agreement”) between Customer and Lumen. All capitalized terms used in this Addendum that are not defined herein will be defined in the Agreement. Contemporaneously with entering into the Agreement, Customer and Lumen agree to the following supplemental terms. Lumen 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 this offer.

1. **Definitions.** The following definitions are added to the Agreement:

“Bundle Attachment” means either the Data Bundle Offer Attachment or Hybrid SD-WAN Bundle Offer Attachment.

“Credit Period” means the period during which Customer will receive credits, and will begin approximately sixty calendar days following the Start of Service Date of each new Eligible Service, Eligible Bundle or Eligible Package, and continue for the period shown in the Credit Table in Section 3 below. Credits may appear in month three or month four following the Start of Service Date, depending on customer’s bill cycle.

“CCE IA Package” means the Core Connect® Enterprise Integrated Access Package.

“CCE SIP Trunk IAD Package” means the Core Connect® Enterprise SIP Trunk IAD Package.

“CCE Data Only Package” means the Core Connect® Enterprise Data Only Package.

“Eligible Bundle” means a new Hybrid SD-WAN Bundle, Data Bundle, Managed Data Bundle, Fiber + Enterprise Data Bundle, or Fiber + Internet Bundle installed at In-Region Customer locations. All Fiber + Enterprise Data Bundles and Fiber + Internet Bundles qualify as Eligible Bundles so long as they meet the eligibility requirements in the applicable Bundle Attachment and this Addendum.

“Eligible Package” means a new CCE IA Package, CCE SIP Trunk IAD Package, CCE Data Only Package, Fiber + Enterprise IA Package, Fiber + Enterprise SIP with IAD Package, Fiber + Internet and IA Package, Managed Data Connect package or IP Connect package installed at In Region Customer locations.

“Eligible Service” means new Ethernet Local Access for an In-Region Customer location connecting to a Domestic Lumen IQ Networking Port that is not part of an Eligible Bundle, ISDN PRS, a la carte Lumen IQ SIP Trunk, a la carte Lumen Hosted VoIP, Managed Enterprise with Cisco Meraki, a la carte Lumen Managed Office, or a la carte Lumen Managed Office Essentials Service installed at In-Region Customer locations. Hosted VoIP bundles and Domestic IQ Networking services are not eligible for this offer. Additionally, Managed Office and Managed Office Essentials bundles that include Port and Local Access in the Seat MRC are not eligible for this offer.

“In-Region” means the areas within the local servicing territories of Lumen’s incumbent local exchange carrier (“ILEC”) affiliates and Lumen’s competitive local exchange carrier (“CLEC”) affiliates where the ILEC or CLEC affiliates provides the underlying access for the Service. Customer locations in areas where the underlying access for the Service is provided by a party other than Lumen are not eligible for the VPC Credit Offer.

“Initial Order Period” means the period of time when Customer must place the initial order for Eligible Service, Eligible Bundles, Eligible Packages, and any Additional Lines or Additional Sessions associated with Eligible Bundles or Eligible Packages. Subsequent orders or additional services placed outside the Initial Order Period do not qualify for credits.

“Package Attachment” means either the CCE IA Package, CCE SIP Trunk IAD Package, CCE Data Only Package, Fiber + Enterprise IA Package, or Fiber + Enterprise SIP with IAD Package Attachment.

“Service Exhibits” for Eligible Bundles and Eligible Packages means: (1) for the Hybrid SD-WAN Bundle, the Service Exhibits identified in the CenturyLink Hybrid SD-WAN Bundle Offer Attachment, (2) for all other Eligible Bundles and Eligible Packages, the Domestic CenturyLink IQ Networking, Rental CPE and Local Access Service Exhibits, plus (a) for CCE IA Packages, Fiber + Enterprise IA Packages or Fiber + Internet and IA Packages, the Analog VoIP Service Exhibit or Analog and Digital VoIP Service Exhibit, and (b) for CCE SIP Trunk IAD Packages or Fiber + Enterprise SIP with IAD Packages, the SIP Trunk Service Exhibit. “Service Exhibit” for CenturyLink IQ SIP Trunk means the CenturyLink IQ SIP Trunk Service Exhibit or the CenturyLink Hosted VoIP and IQ SIP Trunk Service Exhibit. “Service Exhibit” for Hosted VoIP means the CenturyLink Hosted VoIP Service Exhibit or the CenturyLink Hosted VoIP and IQ SIP Trunk Service Exhibit. “Service Exhibit” for Managed Enterprise with Cisco Meraki means the CenturyLink Managed Enterprise with Cisco Meraki Service Exhibit. “Service Exhibit” for Managed Office means the CenturyLink Managed Office Service Exhibit. “Service Exhibit” for Managed Office Essentials means the CenturyLink Managed Office Essentials Service Exhibit.

2. Scope. The purpose of this Addendum is to provide a credit against the MRCs during the Credit Period for Eligible Service, Eligible Bundles and Eligible Packages and any Additional Lines or Additional Sessions purchased for Eligible Bundles or Eligible Packages. Orders for Eligible Service, Eligible Bundles or Eligible Packages, Additional Lines and Additional Sessions to which this offer applies must be placed within the Initial Order Period.

3. Credit. Customer will receive the credit(s) shown below or in a Lumen-approved valid quote during the Credit Period. Customer locations receiving credit(s) must be located In-Region, and must meet any other eligibility requirements set out in this Addendum, the applicable Service Exhibit, and the applicable Bundle or Package Attachment during the entire Service Term. All Eligible Services, Eligible Bundles and Eligible Packages receiving credits must be listed in the Credit Table below or in a Lumen-approved valid quote, and must be ordered within the Initial Order Period.

4. Contributory Charges (applicable to Lumen Total Advantage Agreement). Net rate MRCs for Eligible Bundles and Eligible Packages, less any Local Access MRCs, and after application of all discounts and credits will contribute to the Revenue Commitment under the Agreement. Contributory Charges will be reduced by the Credit Amount in each month of the Credit Period.

**LUMEN® MASTER SERVICE AGREEMENT
INCENTIVE CREDIT ADDENDUM**

5. Miscellaneous. References in the Agreement to “Qwest Communications Corporation” or “Qwest Communications Company, LLC” are replaced with “CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC”. References in the Agreement to “Qwest Corporation” are replaced with Qwest Corporation d/b/a CenturyLink QC. References in the Agreement to “QCC” are replaced with “CenturyLink QCC”. References in the Agreement to “QC” are replaced with “CenturyLink QC”. References in the Agreement to “Qwest” are replaced with “CenturyLink” or “Lumen”. References in the Agreement to “Qwest Total Advantage® Agreement” are changed to “CenturyLink® Total Advantage® Agreement”. References in the Agreement to “Qwest Loyal Advantage® Agreement” are changed to “CenturyLink® Loyal Advantage® Agreement”. References in the Agreement to “QTA” or “QLA” are changed to “Agreement”. This Addendum is not applicable to the CenturyLink Total Advantage Express Agreement. All other terms not specifically set forth in this Addendum, including without limitation, any other rate elements, are as stated in the Agreement, Bundle or Package Attachment, and Service Exhibits (as applicable). This Addendum will be effective on the date the last party signs it (the “Addendum Effective Date”). Using Lumen’s electronic signature process for the Addendum is acceptable.