

## CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #: 1234MCSA

ENTITLED: WIDE AREA NETWORK SERVICES

Between

UNIVERSITY OF CENTRAL FLORIDA AND QWEST COMMUNICATIONS COMPANY,  
LLC d/b/a CENTURYLINK QCC.

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida, on behalf of its Board of Trustees ("University" or "UCF"), and CenturyLink QCC ("Payee"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** Payee acknowledges that:
  - A. The University is a public entity of the State of Florida;
  - B. The University is exempt from federal and Florida taxes;
  - C. UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Payee is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "A, Price Schedule" to this Agreement, which is incorporated herein for all purposes. Units of deliverables, if any, for such services/goods are stated in Attachment "A, Price Schedule". Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A, Price Schedule".
3. **TOTAL AMOUNT OF AGREEMENT.** The total amount of this Agreement shall not exceed N/A in accordance with UCF ITN No. 1234MCSA.
4. **SOURCE OF PAYMENT.** If applicable, payments to Payee under this Agreement shall be paid out of the University's account N/A.
5. **PERFORMANCE CRITERIA.** Criteria, if any, and the final date(s) by which such criteria must be met to complete this Agreement are described in detail in Attachment "B, Performance Criteria" which is incorporated herein for all purposes. Such criteria, if any,

shall be met in accordance with the schedule set forth in Attachment "B, Performance Criteria".

6. **PERIOD OF PERFORMANCE.** The Payee shall commence performance of the terms of this Agreement on January 1, 2014 and shall end his/her performance of this Agreement on June 30, 2019. The University may renew/extend this Agreement, as mutually agreed to by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

7. **PAYMENT.**

- A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
- B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C. The University shall not be bound to any prepayment penalty clauses.
- D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for Payee.

Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit & post-audit.

8. **VENDOR OMBUDSMAN STATEMENT.** The University has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000.
9. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
10. **ASSIGNMENTS.** Under no circumstances shall the Payee assign to a third party any right or obligation of Payee pursuant to this Agreement without prior written consent of the University. If Payee is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Payee represents that he or she has complied with

all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

11. **BILLING.** The University shall only submit payment to the Payee, if Payee has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. Payee shall deliver the invoices to UCF's Finance and Accounting Department, unless Payee has been otherwise instructed by the University. The Payee must display the applicable purchase order number on the face of each of Payee's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Payee's invoice lists any freight or cartage charges, such invoice must attach all of Payee's receipted transportation bills.
12. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Payee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Payee. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
13. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
14. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR

restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

15. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of this Agreement.
16. **DELIVERY.** Delivery is to be made to "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, Payee shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x48" pallet. Payee shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
17. **EMPLOYMENT OF ALIENS.** Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the

Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.

18. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.
19. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
20. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
21. **INDEMNIFICATION.** Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
22. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
23. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
24. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to

Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.

25. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
26. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
27. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.  

For UCF: Purchasing Department	For Payee:
12479 Research Parkway	
Building 600	
Orlando, FL 32826	
<u><a href="mailto:purchdep@ucf.edu">purchdep@ucf.edu</a></u>	
28. **PARKING.** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
29. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The

University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's agreements or representations and warranties herein.

30. **PUBLIC RECORDS.** The Agreement may be canceled unilaterally by the University for refusal by the Payee to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with the Agreement.
31. **RECORDS.** The Payee agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Payee.
32. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
33. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Payee must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation



Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

34. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
35. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
36. **PAYEE INSURANCE.** For all purchases under this Agreement of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing this Agreement. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Payee will have and maintain general liability insurance of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:  
e-mail: [ehs@ucf.edu](mailto:ehs@ucf.edu)  
Fax: 407-823-0146  
Mail: University of Central Florida  
PO Box 163500  
Orlando FL 32816-3500  
UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee.
37. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return this Agreement to the University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.
38. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Payee, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Payee to use



this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

39. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITN, including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- B. CenturyLink Service Exhibit
- C. The University's ITN and ITN specifications
- D. Payee's ITN response; and
- E. any other attached documents signed by the University's official signatory at the time the Agreement is executed.

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

41. **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

**UNIVERSITY OF CENTRAL FLORIDA**

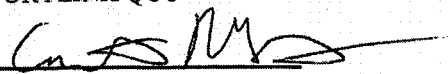
Signature: 

Printed: Gregory Robinson

Title: Director of Purchasing

Date: 1/22/14

QWEST COMMUNICATIONS COMPANY, LLC  
d/b/a CENTURYLINK QCC

Signature: 

Printed: Constantine N. Gartelos

Title: Offer Management

Date: January 17, 2014

Address: 1801 California St.

Suite 900

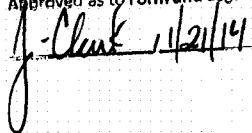
Denver, CO 80202

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

FEID#/SS#: 04-6141739

Approved as to Form and Legality

 1/21/14

## **ATTACHMENT "A" PRICE SCHEDULE**

If applicable, divide the Agreement into units of deliverables including, but not limited to, reports, findings and drafts that must be received by a stated date and accepted in writing by the University before payment.

In accordance with the University of Central Florida's ITN No. 1234MCSA and CenturyLink's response.

Centurylink has been awarded the following "Lots" as specified in UCF's ITN document:

- Lot 1 – Dedicated Internet Access
- Lot 2 – Ethernet Transport
- Lot 5 – Enterprise SIP Trunking

## **ATTACHMENT "B" PERFORMANCE CRITERIA**

If applicable, describe in sufficient detail performance criteria that must be achieved by a stated date and accepted in writing by the University before payment.

In accordance with the University of Central Florida's ITN No. 1234MCSA and CenturyLink's response.

Centurylink has been awarded the following "Lots" as specified in UCF's ITN document:

- Lot 1 – Dedicated Internet Access
- Lot 2 – Ethernet Transport
- Lot 5 – Enterprise SIP Trunking

## **ATTACHMENT "C" CENTURYLINK SERVICE EXHIBITS**

In accordance with the University of Central Florida's ITN No. 1234MCSA and CenturyLink's response.

The following CenturyLink Exhibits represent and describe the Services awarded by the University of Central Florida ITN No. 1234MCSA:

- E-Line Service Exhibit
- Domestic CenturyLink IQ Networking Service Exhibit
- SIP Trunk Service Exhibit
- Local Access Service Exhibit

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT  
E-LINE SERVICE EXHIBIT**

**1. General.** CenturyLink QCC will provide E-Line Service ("E-Line" or "Service") under the terms of the Agreement, this Service Exhibit, and the RSS.

**2. Service Description and Availability.**

**2.1 Description.** Service is an Ethernet over wavelength solution with metro and long haul Ethernet private line transport applications. Service offers point-to-point private line service at bandwidth speeds of: 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps (or 1 Gbps). E-Line Multiple EVC service ("Multiplexing") is offered as a feature of the Service where Customer may order Multiplexing originating from the same city ("Hub Market") and terminate in different E-line markets (E-Line long haul services) or multiple locations within the same Hub Market (E-Line metro services). Multiplexing will be handed off to Customer on a single port using a single local access loop in the Hub Market. Customer may order up to 10 E-Line services with a 100 Mbps access system at the hub or up to 20 E-Line services using a 1000 Mbps local access at the hub. Service extends to and includes the network equipment maintained by CenturyLink at the designated interface demarcation points located at the CenturyLink points of presence ("POPs").

**2.2 Associated Local Access.** Customer is required to have the CenturyLink Local Access Service Exhibit that includes compatible Ethernet Local Access in conjunction with this Service Exhibit. The local access provides the physical connection between the Service's termination point at the CenturyLink POPs located on the CenturyLink Domestic Network and the termination point of the local access at Customer's service address.

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

**3. Ordering.** Upon acceptance of an order for Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit. If CenturyLink fails to make the Service available within 60 calendar days after the Estimated Availability Date with respect to such Service, Customer's exclusive remedy is limited to canceling the order for Service by giving CenturyLink 10 days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service. Unless otherwise agreed to by CenturyLink in writing, Customer is responsible for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under this Service Exhibit.

**4. Charges.** Customer will pay the rates set forth in the attached pricing attachment. The net MRCs set forth in the pricing attachment will be used to calculate Contributory Charges. For E-Line metro service only, the rates for the Local Access Service are presented with the E-Line rates in the attached pricing attachment. For E-Line long haul service, the rates for Local Access Service are separately presented in the Local Access Service Exhibit. Construction charges apply if special construction is required to install the Service or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled and the Cancellation Charge does not apply.

**5. SLA.** Service is subject to the CenturyLink E-Line Service Level Agreement ("SLA") located at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/), which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT  
E-LINE SERVICE EXHIBIT**

**6. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

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

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



**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**1. General.** CenturyLink QCC will provide Domestic CenturyLink IQ® Networking Service ("Service") under the terms of the Agreement and this Service Exhibit.

**2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity. Service includes ports ("Ports"), features, and network management capabilities. The rate of data transmission and features vary based on the type of Port ordered. Service does not include local access or customer premises equipment ("CPE"), which may be separately purchased from CenturyLink.

**2.2 Ports.** CenturyLink offers Service in a variety of speeds and in the following three Port types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity. If Customer uses frame relay local access to an Internet Port, Customer can burst beyond the applicable committed information rate to full Port speed based upon bandwidth availability.

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

**(c) Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.

**2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature for all Ports. The feature, available as Select Management or Comprehensive Management, provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port with CenturyLink's prior approval. The NMS management types are set forth in more detail below:

**(a) Select Management.** Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink. Select Management also includes complete fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

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

**(c) Monitor and Notification.** Monitor and Notification is an optional NMS feature that can be used for Customer owned devices that do not support SNMP and are not connected to any CenturyLink IQ Networking Ports. CenturyLink will monitor the Customer devices 24x7x365 for up/down status and notify Customer of faults. Customer is responsible for any trouble shooting and repair of Customer owned devices. This feature does not include any of the Select Management or Comprehensive Management features.

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

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a

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non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

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

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

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

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. If Customer orders the feature, Customer must order it for all of its Private Ports and Enhanced Ports and include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal.

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

**2.6 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

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

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

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

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

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

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

**4.1 Pricing Methodologies.**

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

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

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

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

**5 Waiver of Cancellation Charges.**

**(a) Upgrades.** CenturyLink will waive the Cancellation Charges if Customer: (i) upgrades the Port to a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology. All upgraded Ports must have a Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit.

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

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

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

**8. AUP.** All use of the Services must comply with the AUP located at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/), which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

**9. SLA.** Service is subject to the CenturyLink IQ Networking service level agreement ("SLA"), and the NMS feature is subject to the NMS SLA each located at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/), which are subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

between  
("Customer")  
and

**Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink")**

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

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

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

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

University of Central Florida  
Customer Company Name

  
Authorized Signature of Customer

Gregory D. Robinson  
Print or Type Name  
Director of Purchasing

                      
Title

          1/22/14                    1/22/14                      
Date

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT  
SIP TRUNK SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide SIP Trunk ("SIP Trunk" or "Service") under the terms of the Agreement and this Service Exhibit.

"ANI" means automatic number identification.

"Approved Connectivity" means a CenturyLink IQ™ Networking Private Port, CenturyLink IQ Networking Enhanced Port with Secure IP Gateway or CenturyLink IQ Networking Internet Port. All Approved Connectivity used with Service, whether Internet Port, Private Port or Enhanced Port, must support QoS.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the CenturyLink Control Center Business portal (<https://controlcenter.centurylink.com>), which may be the 911 location of a customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"ISS" means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/qcc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/qcc_info_services.pdf) and which is subject to change. Unless otherwise provided in the Pricing Attachment, the ISS contains the current rates for domestic and international Off-Net Calls and toll free calls.

"Local Session" means a Session used for the origination and termination of local and long distance telephone calls.

"MATR" means minimum average time requirement.

"Net Rates" are in lieu of all other rates, discounts, and promotions.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls. Off-Net Calls include RDID calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC services: SIP Trunk, Managed VoIP, Hosted VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the PSTN or another carrier's IP network.

"Ported Telephone Number" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN, Remote DID or 8xx TN.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Remote DID TN" means a telephone number in a rate center where the Customer may not have a physical presence. These telephone numbers are for inbound use only and do not support outbound calling, including emergency services.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://qwest.centurylink.com/legal> which are subject to change.

"Start of Service Date" means the date CenturyLink notifies Customer that the Service is provisioned and ready for use.

"TN" means a telephone number.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

"Usage Session" means a Session used for the termination of inbound toll free or Remote DID service.

**2. Service.**

**2.1 Description.** Service provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, toll-free and Remote DID traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity.

**2.2 Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net calls are included in the Service MRC. The local calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on Customer's physical location.

**2.3 Optional Services.** The following optional services are available for the additional charges shown in the Pricing Attachment or other pricing document identified below.



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- (a) **Directory Assistance.** A flat per call charge applies to directory assistance.
- (b) **IP Diversity.** Customer may order more than one CenturyLink IQ Networking port for the purpose of maintaining diverse IP access to the Service. Redundant CenturyLink IQ Networking ports will be purchased separately under the CenturyLink Domestic Network Diversity Service Exhibit for an additional charge. In order for Customer to use CenturyLink IQ Networking port diversity with the Service CenturyLink must configure the Service to make use of the diverse ports. An IP Diversity NRC will apply for such configuration.
- (c) **Directory Listings.** An additional MRC applies to each basic business white page listing of a telephone number. White page listings are not supported for Remote DIDs.
- (d) **Off-Net Long-Distance:** Unless otherwise provided in the Pricing Attachment, Off-Net Calls are available at the per minute rates for domestic and international Long Distance service shown in the ISS. Additional per minute charges may apply to each Off-Net Call leg of a conference call.
- (e) **Usage-Based Trunk Groups.** Customer may direct long distance calls to a usage-based Trunk Group. Off-Net LD calls directed to a usage-based Trunk Group will incur usage charges, but will not be charged a per Session charge. LD usage-based trunks are not intended to be used for placing local calls, including 911 calls. Since CenturyLink cannot always capture and provide the correct end user location for 911 calls when made over LD usage-based trunks, 911 calls placed over those trunks may not route to the proper PSAP. In those circumstances, CenturyLink may need to route the 911 call to a default national emergency call routing center, and additional third-party charges may apply. If CenturyLink incurs such additional third-party charges, CenturyLink may bill Customer for such charges. Additionally, Customer acknowledges that if it sends local calls down a usage-based Trunk Group, those calls will incur charges at the Off-Net LD rate. To avoid incremental LD charges on local calls, Customer must configure its PBX to send all local calls to a Session-based Trunk Group.
- (f) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_qcc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_qcc_ops_t.pdf).
- (g) **Dedicated VoIP Interconnect.** Dedicated VoIP Interconnect provides Customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with completely separate VPN access to the first network element of the Service. An additional NRC and MRC apply for this Dedicated VoIP Interconnect option. Standard Service (i.e., without the Dedicated VoIP Interconnect option) provides customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with shared VPN access to the same elements at no additional cost.
- (h) **Remote DID.** Remote DID service is a usage billed service that provides Customer with a Remote DID TN in any rate center covered by the Service for inbound calling only. CenturyLink does not support directory listings (either white, blue or yellow page) for Remote DID telephone numbers, and Customer may not purchase or otherwise arrange for directory listings for Remote DID telephone numbers with other providers of directory listings. Remote DID TNs do not support outbound calling, including emergency services (911) calls, and Customer is strictly prohibited from using any Remote DIDs in connection with any outbound calls on the CenturyLink network or any other network, or from reconfiguring Service or any Remote DIDs to support such use, either by originating calls via the Remote DID or by using the Remote DID as an identifier for any outbound calls. If Customer fails to comply with the terms of this Section, CenturyLink may (i) immediately suspend or terminate the Remote DID Service (without notice or opportunity to cure), and (ii) CenturyLink will charge Customer an additional \$0.04 per minute of use for all Remote DID service provided to Customer from and after the date of any violation of this Section. Any charges owing by Customer to CenturyLink, its affiliates or third party vendors under this Section will be in addition to any and all other charges that may be due and owing under the Agreement.
- (i) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE. If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.
- (j) **Enterprise Diversity.** Customer may purchase optional Enterprise Diversity with the Service. Enterprise Diversity provides a standby Enterprise Session Pool that is only accessible by Customer when the network switch where the pool is built is out of service. The standby pool is a mirrored copy of the primary pool. Enterprise Diversity may provide diverse physical access to the Service. Enterprise Session Pooling is required to enable Enterprise Diversity. Enterprise Diversity applies to all pools within the Enterprise. "Enterprise" means company-wide across all Customer locations.
- (k) **Site/Switch Diversity.** Customer may purchase optional Site/Switch Diversity with Enterprise Diversity Service. Site/Switch Diversity provides a second SIP Trunk Group that homes to a different network facility in the CenturyLink network than the primary Trunk Group. Site/Switch Diversity does not provide diverse physical access to the Service. Enterprise Diversity is required to enable Site/Switch Diversity at a site level.
- (l) **Enterprise Session Pooling.** Customer may purchase optional Enterprise Session Pooling with the Service. Enterprise Session Pooling enables Customer to share SIP Trunk Sessions among SIP Trunk termination locations. CenturyLink provides the first Flat Session Pool at no charge. Additional Flat Session Pools after the first one will be charged as shown in the Pricing Attachment.



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Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools.

**(m) Toll-Free.** Inbound Toll Free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Unless otherwise provided in the Pricing Attachment, rates for domestic and international Toll Free service are in the ISS.

**2.4 Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Customer Environment must meet certain performance specifications designated by CenturyLink to use the Service. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services, and continuing to meet specifications designated by CenturyLink during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate this Service Exhibit without liability for any Cancellation Charge.

**(b) Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit.

**(i) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. Unless otherwise provided in the Pricing Attachment, pricing for the voice services can be found in the ISS. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the SIP Trunk SLA, which is posted at <http://qwest.centurylink.com/legal>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**(ii) Telemarketing.** With respect to any outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(iii) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**(iv) International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

**ITFS/UIFN** In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of

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limitation is located in the "ITFS/UIFN Availability Matrix". CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

CenturyLink cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. CenturyLink does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are: Argentina, Australia, Belgium, Brazil, China, Denmark, Finland, France, Germany, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, South Korea, Luxembourg, Macau, Malaysia, Netherlands, New Zealand, Norway, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, and United Kingdom. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s). Unless otherwise provided in the Pricing Attachment, all rates are located in the ISS.

**(c) Connectivity.** As of the effective date of this Service Exhibit, the Service may only be used with Approved Connectivity. Customer must purchase Approved Connectivity separately. CenturyLink may add to the Approved Connectivity list from time to time. The then current list of Approved Connectivity is available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity.

**(d) Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**(e) Unsupported Calls.** The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. Additional information regarding potential issues with Remote BLAs is found in the "911 Emergency Service" section of this Service Exhibit.

**(f) Area of Use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

**(g) Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the CenturyLink Business portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the CenturyLink Control Center Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the CenturyLink Control Center Business portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

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**(h) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; (v) otherwise violates any laws; or (vi) constitutes a resale arrangement with a third party (e.g., wholesaling of the Service is not permitted). Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**(i) Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

**(j) Power Outages; Network Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Approved Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; (vi) the IP enabled devices used with the Service; or (vii) customer's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) above, Customer may move the IP handset only.

**(k) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

**(l) Telephone Numbers.** Customer must provision at least one TN for use with the Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local and local toll services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. CenturyLink will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

**(m) Usage-Based Trunk Group Utilization.** Customer must maintain a peak utilization of usage-based Trunk Groups to support usage-based services of 60 percent or higher. "Peak utilization" means the maximum utilization for a usage-based Trunk Group reached at any point during the month. Each month, CenturyLink will calculate the peak utilization over Customer's usage-based Trunk Groups. If peak utilization is less than 60% for three consecutive months, CenturyLink reserves the right to reduce the number of Sessions in the affected usage-based Trunk Group such that the peak utilization of the Trunk Group is at least 75%. An MRC will not apply to Sessions assigned to usage-based Trunk Groups.

**(n) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

**(o) Local Origination.** Customer agrees that the SIP Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

**2.5 SLA.** Service is subject to the SIP Trunk SLA. Approved Connectivity (purchased separately) is subject to the CenturyLink IQ Networking SLA, and not to the SIP Trunk SLA. Both SLAs are posted at <http://qwest.centurylink.com/legal>. CenturyLink reserves the right to amend the SLAs effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to the SIP Trunk Service, including without limitation any CPE, the Customer Environment, the Customer SIP Signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

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**3. 911 Emergency Service.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**3.1 Required Federal Communications Commission ("FCC") Warning.** The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using SIP Trunk Service and bundles or packages that include SIP Trunk Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from a mobile device. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (i) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location - until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); (vi) while maintenance work is being performed; or (vii) if Customer's area does not have 911 emergency service. Additionally, CenturyLink does not support Remote BLAs on IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

**3.2 Additional Information Regarding the Limitations of 911 Services.** When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The 911 emergency service provided is Enhanced 911 emergency service in that the calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

**CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

**3.3 No Privacy Rights.** Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

**3.4 Customer Must Notify End Users of 911 Limits.** Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with SIP Trunk, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services.

**3.5 Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

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**3.6 Use of SIP Diversion Headers on 911 Calls.** Customer may only use SIP Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Diversion Headers on all calls, and in particular shall never send SIP Diversion Headers on 911 calls. Sending SIP Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

**3.7 Acknowledgement of 911 Limitations.** By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.


**PRINT CUSTOMER COMPANY NAME:**

University of Central Florida

**PRINT CUSTOMER REPRESENTATIVE'S NAME:**

Gregory D. Robinson/Director of Purchasing

**CUSTOMER REPRESENTATIVE'S INITIALS:**

  
1/22/14

**4. Charges.** Charges for the Service are as set forth in the Pricing Attachment. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the ISS or other Web site designated by CenturyLink for that pricing, or providing any other notice to Customer). Remote DID charges can be modified upon 60 days prior written notice to Customer.

**5. AUP.** All use of the Services will comply with the AUP, posted at <http://qwest.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

**6. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service.



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LOCAL ACCESS SERVICE EXHIBIT**

1. **General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. **Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

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

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

(b) **Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Basic, Native Premier Identical, Native Premier Alignment, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Basic" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Basic is not recommended for use with real time traffic. "Native Premier Identical" is a layer 2, switched, native service using the highest grade metro Ethernet offering from the local access provider. Native Premier Identical is only available with the following CenturyLink services: CenturyLink IQ™ Networking Private Port or Enhanced Port with Secure Internet Gateway, E-Line, Optical Wavelength Service ("OWS"), or Ethernet Private Line ("EPL"). Native Premier Identical circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, OWS or EPL bandwidth. "Native Premier Alignment" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the metro Ethernet class of service offering from the local access provider and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. Native Premier Identical or Alignment may be used to support QoS for real time traffic. "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

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

(d) **Frame Local Access.** "Frame Local Access" means Leased Access using frame relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps. When providing Frame Local Access, Customer has the option to have CenturyLink monitor Service for performance and up/down stats via a management permanent virtual circuit. By ordering Frame Local Access with monitoring, Customer agrees to provide CenturyLink with access to the serial interface of its customer premises equipment to allow CenturyLink to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that CenturyLink will not monitor the availability of Frame Local Access.

(e) **ATM Local Access.** "ATM Local Access" means Leased Access using ATM technology. ATM Local Access is available at bandwidths of DS1, DS3, OC3, and OC12.

(f) **DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

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

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) **On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://qwest.centurylink.com/legal/>, which is subject to change.

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(b) **Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, ATM Local Access, Frame Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect the Customer premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

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

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

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

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



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

(b) **Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access and (ii) DSL Local Access.

(c) **Construction.** Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

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

5. **Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

6. **Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

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

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

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

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

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If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.