

Last Updated: October, 2017

THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE PRODUCTS AND SERVICES ("SERVICES") AND IS AN AGREEMENT BETWEEN SAVVIS COMMUNICATIONS CORPORATION d/b/a CENTURYLINK TS AND ITS AFFILIATES ("CENTURYLINK" "WE" "US" "OUR") AND YOU OR THE ENTITY YOU REPRESENT ("YOU" OR "YOUR"). THIS "SERVICE AGREEMENT" CONSISTS OF THESE TERMS, THE ACCEPTABLE USE POLICY ("AUP"), ANY ORDERS YOU SUBMIT, AND THE APPLICABLE SERVICE LEVEL AGREEMENT ("SLA"), IF ANY. THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK AN "I ACCEPT" BUTTON (THE "EFFECTIVE DATE"). YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND LAWFULLY ABLE TO ENTER INTO CONTRACTS. IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY, SUCH AS THE COMPANY YOU WORK FOR, YOU REPRESENT TO US THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND CENTURYLINK REGARDING THE SERVICES AND SUPERSEDES AND REPLACES ANY PRIOR AGREEMENT, UNDERSTANDING, OR COMMUNICATION, WRITTEN OR ORAL

1. SERVICES.

1.1 CenturyLink agrees to provide the Services subject to this Agreement and contingent on CenturyLink's acceptance of your Order. "Services" means those CenturyLink services set forth in Orders accepted by CenturyLink. "Orders" means those requests for Services submitted through the CenturyLink website shopping cart, Service Management Console or Application Programming Interface ("API"), as applicable, that contain the relevant specification, volume and pricing details. CenturyLink grants you a limited, revocable, non-exclusive, non-transferrable license during the Term to access and use the Services solely in accordance with this Agreement. CenturyLink may reject any Order in its reasonable discretion and Customer issued purchase orders will not constitute an Order or modify the terms of any Order or the Agreement. CenturyLink's provisioning of the Services described in an Order shall be our sole acceptance of the Order.

1.2 SLA/Support. The SLA applicable to the Services is located at <https://apps.centurylink.com/slas>. The SLA provides Customer's sole and exclusive remedies for any service quality or performance deficiencies or failures of any kind.

CenturyLink will provide support for the Services 24 hours per day, 7 days a week. You are responsible for providing training and any other support to your End Users, if any, and CenturyLink shall have no responsibility whatsoever for such support. You may also have the option to purchase additional support programs as made available through our website at <https://apps.centurylink.com/fastforward-onboarding>.

1.3 Access to the Services.

You may access the Services via the online Service Management Console, or via a CenturyLink-provided API. To access the Services, you must create a CenturyLink account with a valid e-mail address. You may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and CenturyLink is not responsible for any unauthorized access to your account, except to the extent it results directly from our breach of this Agreement. You will contact us immediately if you believe an unauthorized third party is using your account or if your account information is lost or stolen.

2. YOUR RESPONSIBILITIES.

2.1 You agree to: (i) comply with this Agreement, applicable law and the CenturyLink Acceptable Use Policy (located at <https://apps.centurylink.com/use-policy>); (ii) pay all fees and applicable Taxes for the Services, (iii) use reasonable security precautions in light of your use of the Services, including encrypting any personally identifiable information or other sensitive, non-public information transmitted, stored or processed using the Services, and ensure your End Users, if any, do the same (iv) provide reasonable cooperation with CenturyLink's investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing, credit card, Notices and other account information up to date; and (vi) immediately notify CenturyLink of any suspected unauthorized use of your account or the Services or any other breach of security. CenturyLink's reasonable determination shall control if there is a dispute between us regarding the interpretation of applicable law or the AUP.

2.2 Security and Backup. You acknowledge that you are responsible for taking your own steps to maintain appropriate security, protection and backup of your content, which may include the use of encryption technology to protect your content from unauthorized access and routinely archiving your content. CenturyLink log-in credentials and any CenturyLink-provided security keys, including Third Party Licensor (as defined below) keys, are for your internal use only and you are responsible for keeping them available and secure. Lost security keys will result in permanently lost or inaccessible data, for which CenturyLink and its Third Party Licensors shall have no liability whatsoever.

2.3 End Users. You are responsible for End Users' content and use of the Services. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to the Services. For purposes of this Agreement, any content of or use of the Services by your End Users will be deemed to be your content or use of the Services. "End Users" means your members, affiliates, employees, agents, contractors, customers or any other third parties who utilize or access the Services or the CenturyLink infrastructure through your Services or your account.

3. FEES.

3.1 You agree to pay all fees stated in your Order. Fees consist of monthly recurring charges or a term commitment charge ("Base Fee") and/or usage based and non-recurring charges (such as set up fees, overages, and domain name registration) ("Usage Fees"). Base Fees will be charged in advance and are non-refundable, meaning recurring monthly Base Fees and term commitment Base Fees are not returned or refunded to you in the event the Service is terminated before the end of the relevant month or the conclusion of the committed term. Depending on your purchase arrangement, CenturyLink will charge your credit card without invoice or invoice you as follows: (i) Base Fees will be billed in advance, on or around the first day of each monthly billing cycle or the first day of the term commitment period, as applicable and (ii) Usage Fees will be billed on or around the date incurred or on or around the first day of the billing cycle that follows the date incurred, at our option. For certain Services that require a term commitment, an early termination fee may be billed to you if the Service is terminated before completion of the required term.

3.2 By supplying credit card information to CenturyLink, you expressly authorize CenturyLink to charge your credit card without invoice for charges that apply to your account. CenturyLink will automatically charge your credit card for Service charges on the schedule set forth above. You are solely responsible for promptly updating or notifying CenturyLink of any changes to your credit card information, including without limitation, card number, expiration date, billing address, or card status. You acknowledge that false, inaccurate, or non-current credit card information, or any other issue preventing CenturyLink from processing your credit card payment, may result in Service provisioning delays or the immediate suspension or termination of Services.

3.3 Your billing cycle will be monthly, beginning on the date of your first order for Services. CenturyLink may charge interest on overdue amounts at 1.5% per month (or the maximum legal rate if it is less than 1.5%). If CenturyLink brings a legal action or engages a collection agency to collect past due amounts from you, you must also pay CenturyLink's reasonable costs of collection, including attorney fees and court costs. All fees are stated and will be charged in US Dollars. Any "credit" that we may owe you, such as a credit under an SLA, will be applied to fees due from you for services, and will not be paid to you as a refund. You authorize CenturyLink to obtain a credit report at any time during the Term of the Agreement.

3.4 All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption

certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

3.5 If you purchase certain CenturyLink stand-alone applications or applications combined together with other communications services in a specially priced bundle, you may have agreed to a term commitment for the stand-alone applications and applications in the bundle. You will be billed monthly for the stand-alone applications and the bundle applications combined with services and if you terminate the applications or any portion of the bundle early, you will be charged an early termination fee for the terminated portion that may be prorated for the number of months remaining in the term. The standard monthly rates will apply for any remaining applications or services.

4. CHANGES

4.1 To this Agreement. You agree that we may modify these terms and conditions, the AUP, or the SLA at any time by posting a revised version of the relevant document on the CenturyLink website, the Service Management Console, or by other notice to you such as email. Such modifications will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service after the effective date of any such modifications, you agree to be bound by the modified terms. In addition, you acknowledge that we may change or discontinue any of the Services or change or remove features or functionality of the Services from time to time.

4.2 To the Fees. For Services that are billed on a usage only or month-to-month basis, we may increase fees at any time on thirty (30) days advance notice. For Services that are billed under a term commitment longer than one month, we may increase your fees effective as of the first day of the renewal term following our notice to you of the fee increase. Notwithstanding anything else in the Agreement to the contrary, no more than once per calendar year, CenturyLink may increase the fees for Services with a term commitment longer than one month in an amount as mandated by a Third Party Licensor or an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in our notice of the increase to you.

4.3 To the APIs. You acknowledge that we may change, discontinue or replace any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or replaced for 12 months after such action, unless providing such support would pose a security or intellectual property issue, is economically or technically impractical, or may violate law or governmental requests.

5. TERM. The Term of this Agreement will commence on the Effective Date and will remain in effect for as long as we continue to provide you with Services. The initial term for each Order begins on the date we make the Services available to you and continues for the period stated in the Order, if any unless it is terminated by you or us in accordance with Section 7. If no period is stated in the Order, then the initial term shall be one month. Upon expiration of the initial term, the Order will automatically renew for successive renewal terms of one month each, unless and until one of us gives the other a written notice of non-renewal prior to the expiration of the current term. You must follow CenturyLink's non-renewal processes accessible from the CenturyLink website or Service Management Console to give an effective notice of non-renewal.

6. SUSPENSION.

6.1 We may suspend your Services without liability if: (i) we reasonably believe that the Services are being used in violation of the Agreement, including the AUP, (ii) we discover that you are, or are affiliated in any manner with, a person who has used similar services abusively in the past; (iii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iv) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent, (v) we reasonably believe that suspension of the Services is necessary to protect our infrastructure or our other customers, (vi) your credit card is invalid or unacceptable for payment for any reason or a payment for the Services is otherwise overdue following notice to you, or (vii) suspension is required by law or legal process. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to comply with law or legal process or to protect CenturyLink or its other customers from imminent and significant operational or

security risk.

6.2 If we suspend your right to access or use any portion or all of the Services: (a) you remain responsible for all fees and charges you have incurred through the date of suspension; (b) you remain responsible for any applicable fees and charges for any Services to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; (c) you will not be entitled to any service credits under the SLA for any period of suspension; and (d) we will not erase any of your content as a result of your suspension, except as specified elsewhere in this Agreement. Our right to suspend your or any End User's right to access or use the Services is in addition to our right to terminate this Agreement pursuant to Section 7.

7. Termination.

7.1 Termination for Convenience. You may terminate this Agreement for any reason by (i) providing us notice and (ii) closing your account for all Services for which we provide an account closing process, or (iii) in the case of specific Services, affirmatively deleting such Services from the Service Management console and thereby immediately erasing and deleting all related customer content, resources, and account information. Such a deletion of Service is effectively immediate and you will have no access to backups of your data, content, account, or compute and network resources. You must follow CenturyLink's termination processes accessible from the CenturyLink website or Service Management Console to effectively terminate a Service. Your termination for convenience of the Agreement or any Service will be effective when you complete steps (i) and (ii), or (iii) in the first sentence of this paragraph. Because Base Fees are charged in advance and are non-refundable, recurring monthly Base Fees and term commitment Base Fees shall not be refunded to you in the event you terminate the Agreement or a Service before the end of the relevant month or the conclusion of the committed term, as applicable. For certain Services that require a term commitment, an early termination fee may be billed to you if the Service is terminated before completion of the required term. We may terminate this Agreement for any reason by providing you 30 days advance notice.

7.2 Termination for Cause By Either Party. Either party may terminate this Agreement for cause upon 30 days prior written notice to the other party in accordance with Section 17 if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. If you terminate the Agreement or a Service pursuant to this Section 7.2, any recurring monthly Base Fees or term commitment Base Fees that you have paid in advance will be refunded to you.

7.3 Termination for Cause By Us. We may also terminate this Agreement immediately upon notice to you (i) if any act or omission by you or any End User results in a suspension described in Section 6, (ii) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, (iii) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (iv) in order to comply with the law or requests of governmental entities, (v) if we determine use of the Services by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason, (vi) if we discover that the information you provided to us about yourself or your proposed use of the Services was materially inaccurate or incomplete, (vii) if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into the Agreement at the time you did so, or if you are an entity or fiduciary, you raise any claim that the individual submitting the Order for Services did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer; or (viii) a credit report indicates you no longer meet our reasonable credit criteria.

7.4. Effect of Termination.

Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate, (ii) you remain responsible for all fees and charges you have incurred through the date of termination, (iii) you will immediately return or, if instructed by us, destroy all CenturyLink materials in your possession, and (iv) Sections 7, 8, 9, 10, 11, 15, 19 and all other provisions that by their nature are intended to survive expiration or termination of the Agreement will continue to apply in accordance with their terms. If the Agreement or a Service is terminated pursuant to Sections 7.1(iii), 7.2 or 7.3, when such

termination is effective, you may have no further access to the Service or your content and your content may be erased by CenturyLink.

8. Intellectual Property.

8.1 Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Except for the rights expressly granted herein, nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by CenturyLink or its Third Party Licensors (as defined below). CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Services. You agree that you will not, and will not attempt to, directly or indirectly, modify, alter, tamper with, repair, reverse engineer, disassemble, decompile or apply any other process or procedure to derive the source code or create derivative works of any software, information, material, services, or technology of CenturyLink or its Third Party Licensors.

8.2 Restrictions. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services, (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits, or otherwise in violation of law. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or Third Party Licensors, any patent infringement or other intellectual property infringement claim regarding any Services you have used.

8.3 Feedback If you provide any feedback to us or our affiliates regarding the Services, we will own all right, title, and interest in and to such feedback, even if you have designated the feedback as confidential. We and our affiliates will be entitled to use the feedback without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the feedback and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the feedback..

9. Indemnification.

9.1. General. You will defend, indemnify, and hold harmless us, our affiliates and Third Party Licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (i) your or any End Users' use of the Services, CenturyLink infrastructure, or Licensor Products (as defined below); (ii) breach of this Agreement or violation of applicable law by you or any End User; (iii) your content or the combination of your content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your content or by the use, development, design, production, advertising or marketing of your content; or (iv) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable legal fees incurred in responding to the third party subpoena or other compulsory legal order or process.

9.2. Process. We will promptly notify you of any claim subject to Section 9.1, but our failure to promptly notify you will only affect your obligations under Section 9.1 to the extent that our failure prejudices your ability to defend the claim. You may: (i) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (ii) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

10. Disclaimers.

OTHER THAN AS MAY BE DESCRIBED IN AN SLA, THE SERVICES AND ANY LICENSOR PRODUCTS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND THIRD PARTY LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, LICENSOR PRODUCTS, OR ANY SOFTWARE OR MATERIALS PROVIDED THEREWITH, OR THE RESULTS TO BE ACHIEVED THEREFROM, INCLUDING ANY WARRANTY THAT THE

SERVICES, LICENSOR PRODUCTS OR SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, SECURE OR FREE OF HARMFUL COMPONENTS, OR THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND THIRD PARTY LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY BY ANY THIRD PARTY.

11. Limitations of Liability.

11.1 WE AND OUR AFFILIATES AND THIRD PARTY LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR THIRD PARTY LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (i) YOUR INABILITY TO USE THE SERVICES OR LICENSOR PRODUCTS, INCLUDING AS A RESULT OF ANY (a) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES OR LICENSOR PRODUCTS, (b) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES OR LICENSOR PRODUCTS, OR, (c) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES OR LICENSOR PRODUCTS; OR (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND THIRD PARTY LICENSORS' TOTAL, AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 3 MONTH PERIOD PRECEDING THE CLAIM.

11.2 SECTIONS 10 AND 11 WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN. THESE LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE SERVICES AND LICENSOR PRODUCTS AND UNDERSTANDS THAT THE PRICES WOULD BE HIGHER IF CENTURYLINK AND ITS THIRD PARTY LICENSORS WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES. CENTURYLINK AND ITS THIRD PARTY LICENSORS WOULD NOT AGREE TO ENTER THIS AGREEMENT WITHOUT SUCH DISCLAIMER AND LIMITATIONS ON LIABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CENTURYLINK, ITS EMPLOYEES, AGENTS, THIRD PARTY LICENSORS, OR ANYONE ELSE INVOLVED IN THE PROVISION OR SUPPORT OF THE SERVICES AND LICENSOR PRODUCTS WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION OR ADVICE.

12. Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services, including your transfer and processing of your content, the provision of your content to End Users, if any, and the CenturyLink region in which any of the foregoing occur.

13. EXPORT MATTERS.

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom CenturyLink is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that

is located in or is a national of Cuba, Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

14. U.S. Government Rights. The Services are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Services. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15. Third Party Licensors/Products.

15.1 CenturyLink may provide use of or access to software or technology from a third party vendor who licenses or otherwise grants a right to CenturyLink or you to access or use its Licensor Products in connection with the CenturyLink Services (a “Third Party Licensor”). For purposes hereof, “Licensor Products” means any Third Party Licensor software, service, or technology and all intellectual property rights associated therewith, including without limitation, any worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights that are made available in connection with the Services.

15.2 If you have a separate agreement with a third party which permits you to use a Licensor Product, you represent and warrant to us that such agreement is in effect and applicable to your use of the Licensor Products with the Services. If you do not have a separate agreement, the third party agreement for Licensor Products may be accessible at the link, <https://apps.centurylink.com/license-agreements>. Prior to using the relevant Licensor Products, you agree that you have reviewed the agreements within this link and have accepted the third party vendor’s terms and conditions. You agree that you will provide CenturyLink with evidence of such licensing and your agreement to it as CenturyLink may reasonably require prior to the commencement of the Services, and from time to time as necessary to update the status of the license. If you fail to provide the required evidence of licensing CenturyLink may, at its option, either (i) suspend the Services that were to include such software until the evidence is provided, (ii) provide the Services in reliance on CenturyLink’s licensing agreement with the vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement. If you do not have a separate license agreement with a Third Party Licensor for the relevant Licensor Product or the Third Party Licensor agreement does not appear in the link described above, then, in addition to the terms of this Agreement, you agree that your use of a third party vendor’s software is subject to and governed by the terms set forth in the remainder of this Section 15.

15.3 Subject to compliance with the terms of this Agreement and payment of all fees and charges due hereunder, Third Party Licensor hereby grants you a non-perpetual, non-exclusive, terminable, non transferable, worldwide and limited license during the Term of this Agreement to copy, install, access, display, run, or otherwise interact with the Licensor Products solely as required to obtain the benefits of the Licensor Products connection with the Services as provided by CenturyLink. If you download any Licensor Product, you are permitted to (i) install and use Licensor Products on a computer or other storage device; or (ii) install and use Licensor Products on a networked file server for the purposes of (a) permanent installation onto hard disks or other storage devices or (b) use of the Licensor Products over such network; and (iii) make backup copies of the Licensor Products, solely to permit you to obtain the benefits of the Licensor Products in connection with the Services as provided by CenturyLink. Each Third Party Licensor retains and reserves all rights in its intellectual property not expressly granted to you herein.

15.4 To the extent Licensor Products include their own third party technology, Third Party Licensor grants a non-exclusive, non-transferable, limited sublicense to use the third party technology solely in connection with and for the sole purpose of using such Licensor Products during the Term of this Agreement.

15.5 Your license and any other rights to any Licensor Products pursuant to this Agreement will automatically terminate upon expiration or termination of this Agreement. You agree to promptly delete all Licensor Products, and any copies thereof, and all Third Party Licensor confidential information in your control or possession, including on any computer system or storage media, upon any expiration or termination of this Agreement. You further agree to destroy any other materials related to the

Licensor Products in your possession or control, regardless of its format or containing medium, within thirty (30) days of the date of termination or expiration.

15.6 You acknowledge that Licensor Products constitute valuable trade secrets of the Third Party Licensor and/or its suppliers. You (and anyone under your control or direction): (a) will not modify, translate, decompile, create or attempt to create by reverse engineering or otherwise, the source code from the object code of any Licensor Product, or adapt a Licensor Product in any way to create a derivative work; (b) will not, and will not authorize any third party to use, reproduce, sublicense, distribute or dispose of a Licensor Product in whole or in part to enable such third party to benefit from the use or functionality of the Licensor Product, including, without limitation, via timesharing, service bureau arrangements or otherwise; and (c) will comply with all reasonable requests made by a Third Party Licensor in relation to the protection of its intellectual property rights hereunder. If you engage in any activity in violation of this section, all profits and proceeds from such unauthorized activity, if any, will accrue to the Third Party Licensor and/or its suppliers, who will be the owner of same whether or not made in compliance with this Agreement.

15.7 The Licensor Products and any worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights relating thereto are the exclusive property of the Third Party Licensor and its suppliers and licensors. Third Party Licensor owns and exclusively retains all rights in and title to the Licensor Products and all future functionality and product developments thereto, if any. You have no right to modify, duplicate or reverse-engineer any aspect of the Licensor Products.

15.8 You are expressly prohibited from removing, modifying or obscuring any copyright, trademark, patent or other proprietary rights notices that are contained in or on any Third Party Licensor products and services. You have no right under this Agreement to use any Third Party Licensor logos in any manner whatsoever. You must not undertake any action that will interfere with or diminish any right, title or interest in the trademark(s) or trade name(s) of any Third Party Licensor.

15.9 You shall not offer, market, resell or otherwise provide any Licensor Products made available in connection with the Services to any third parties. You are not authorized, solely by virtue of this Agreement, to act as a service provider in connection with or a reseller of any Licensor Products, or similarly make available Licensor Products for commercial profit.

15.10 You acknowledge and agree that: (a) the restrictions set forth in this Section are reasonable in the circumstances; (b) a violation of any of the provisions of this Section will result in immediate and irreparable harm and damage to the Third Party Licensor; and (c) in the event of any violation of any provision of this Section, the Third Party Licensor will be entitled to equitable relief by way of temporary or permanent injunction or specific performance, and to such other relief as any court of competent jurisdiction may deem just and proper. You hereby expressly submit to the personal jurisdiction of any such court in an action seeking such relief.

15.11 You must cooperate with CenturyLink in the event that any Third Party Licensor requests CenturyLink's participation in an audit of the Licensor Products. You agree that CenturyLink can provide a Third Party Licensor with (a) a list of the Licensor Products which run on your CenturyLink Services and (b) the relevant volume of such Licensor Products (e.g., number of instances, seats) provided to you by CenturyLink. If a Third Party Licensor determines that you are non-compliant with their licensing terms or program requirements and you do not cure the non-compliance within a time period specified by such vendor, then CenturyLink may terminate this Agreement, the provision of any or all Services to you, or both.

15.12 Third Party Licensors are intended third party beneficiaries to the terms in this Section 15 and as such may assert any applicable rights set forth herein as may be necessary to protect their intellectual property rights or other confidential or proprietary material. For greater clarity, You acknowledge and agree that (i) Third Party Licensors are also intended beneficiaries of the rights, remedies and disclaimers of CenturyLink under the AUP; and (ii) any reference to "Services or Infrastructure" under such AUP shall also mean "Licensor Products".

15.13 In the event of a conflict between the commercial terms of this Agreement and any other Third Party Licensor end user agreement you may be required to accept in order to access or use Licensor Products in connection with the CenturyLink Services, including without limitation terms relating to pricing, termination, payment, and service levels, the terms of this Agreement will prevail.

16. Third Party Smart Phone Applications.

16.1 Usage. The functionality within third party smart phone applications is dependent upon your connectivity to the wireless network through your wireless phone carrier, not CenturyLink or the third party smart phone application provider. By downloading and continuing to use a smart phone application, you acknowledge and understand that the smart phone application uses minutes on your wireless plan through your wireless carrier as well as through the smart phone applications; talk time minutes use both plans. Some smart phone application plans include restricted minute plans. When you meet the smart phone application purchased minute threshold, the smart phone application minute plan will stop allowing access to voice calls and SMS texting through the smart phone application.

16.2 E911. CenturyLink does not warrant e911 access through smart phone applications. You acknowledge and understand that access to e911 is fully dependent on the wireless network through your wireless carrier and not the smart phone application. You further acknowledge and understand that you should use the "emergency call" function on your smart phone and not the smart phone application for emergency calling.

16.3 CALEA. CenturyLink will follow all public privacy and privacy regulations as required by law and in accordance with CenturyLink policy. CenturyLink is an authorized reseller of the smart phone application and does not carry voice or SMS traffic over the wireless network.

17. NOTICES.

Your routine communications regarding the Services should be sent using your account on the CenturyLink portal. If you want to give us a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and by overnight courier or first-class United States mail to:

legalnotices@centurylink.com
Vice President, Commercial Law
CenturyLink Law Department
600 New Century Parkway
New Century, KS 66031
Facsimile: 913-791-2377

CenturyLink's routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail, United States mail, or overnight courier, except that CenturyLink may give certain notices as described elsewhere in this Agreement. Notices are deemed received as of the time delivered, or if that time does not fall within a business day, as of the beginning of the first business day following the time delivered. For purposes of counting days for notice periods, the business day on which the notice is deemed received counts as the first day.

18. NO HIGH RISK USE.

You may not use the Services or any Licensor Products in any situation where failure or fault of the Services or Licensor Products could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the

Services or Licensor Products in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

19. IP ADDRESSES.

Upon expiration or termination of the Agreement, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you by CenturyLink in connection with Services, including pointing the DNS for your domain name(s) away from CenturyLink Services. You agree that CenturyLink may, as it determines necessary, make modifications to DNS records and zones on CenturyLink managed or operated DNS servers and services.

20. ASSIGNMENT/SUBCONTRACTORS

You may not assign the Agreement without CenturyLink's prior written consent. We may assign the Agreement in whole or in part to an Affiliate or as part of a corporate reorganization or a sale of our business, and we may transfer your Confidential Information as part of any such transaction. CenturyLink may use third party service providers to perform all or any part of the Services, but CenturyLink remains responsible to you under this Agreement for work performed by its third party service providers to the same extent as if CenturyLink performed the Services itself.

21. FORCE MAJEURE

Neither of us will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

22. CONFIDENTIALITY

You shall not use or disclose the Confidential Information of CenturyLink or its Third Party Licensors during the Term of this Agreement and for 2 years following the expiration or termination hereof. You agree to take all reasonable precautions to protect the Confidential Information of CenturyLink or its Third Party Licensors, using at least the same standard of care as you use to maintain the confidentiality of your own Confidential Information. Notwithstanding the foregoing, you may disclose Confidential Information: (i) to any consultants, contractors, and counsel who have a need to know in connection with this Agreement and who have executed a reasonably protective non-disclosure agreement with you, or (ii) pursuant to legal process; provided that, you must, unless legally prohibited, provide CenturyLink or its Third Party Licensor with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure. "Confidential Information" means non-public information of CenturyLink or its Third Party Licensors relating to their business activities, financial affairs, technology, software, services, material, pricing, marketing or sales plans that may be provided to or accessible by you in connection with this Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of the Agreement by you, (ii) is received by you from a third party not under a duty of confidence, or (iii) is already known or is independently developed by you without use of the Confidential Information.

23. MAINTENANCE

Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

24. GOVERNING LAW, DISPUTES

The Agreement is governed by the laws of the State of Colorado, exclusive of any Colorado choice of law principle that would require the application of the law of a different jurisdiction, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. With the sole exception of actions under Section 15, each of us agrees that any dispute or claim, including without limitation, statutory, contract or tort claims, relating to or arising out of this Agreement or the alleged breach of this Agreement, shall, upon timely written request of either of us, be submitted to binding arbitration. The party asserting the claim may elect to have the arbitration be in-person, telephonic or decided based on written submissions. The arbitration shall be conducted in the city in which you reside. The arbitration shall proceed in accordance with the commercial arbitration rules of the American Arbitration

Association ("AAA") in effect at the time the claim or dispute arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service, and who is selected pursuant to the applicable rules of the AAA. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either you or we may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, or to enforce or vacate an arbitration award. We will pay the fee for the arbitrator and your filing fee, to the extent that it is more than a court filing fee. We agree that we will not seek reimbursement of our fees and expenses if the arbitrator rules in our favor. You and we waive any right to a trial by jury. No claim subject to this provision may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

25. MISCELLANEOUS

The Agreement may be modified only by a formal document signed by both parties. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: Section 15 of this Agreement, the relevant Order, the remaining terms of this Agreement, and the AUP. If any part of the Agreement is found unenforceable by a court or other tribunal, the rest of the Agreement will nonetheless continue in effect, and we agree that the tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. Our relationship is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." Sections 7, 8, 9, 10, 11, 15, 19, 22 and all other provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.