

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CenturyLink and Customer sets forth the terms and conditions for CenturyLink's provision of Products and Services to Customer. CenturyLink is defined for purposes of this Agreement as the CenturyLink affiliate(s) identified at https://www.centurylink.com/content/dam/home/about-us/legal/NPANXX_Entity.pdf.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products on the Products List, attached and incorporated by this reference.
2. **SERVICES.** CenturyLink will sell to Customer the Services on the Services List, attached and incorporated by this reference.
3. **TERM.** This Agreement is effective on the date set forth in the Order ("Effective Date") and continues for the longest Order Term listed on the Services List.
4. **ORDERS.** Customer may purchase Products and Services by executing an Order to CenturyLink. "Order" means either (a) a written document issued by Customer for the procurement of Products and Services from CenturyLink; or (b) a CenturyLink Order signed by Customer. The Order must include, as applicable, the (a) part numbers, (b) descriptions, (c) manufacturer system identifiers and/or serial numbers, (d) maintenance prices, and (e) maintenance term. This Agreement controls over any Customer-issued Order, and any terms or conditions contained in a Customer-issued Order will have no force or effect. Any Order must reference and incorporate this Agreement, the Standard Terms and Conditions for Communications Services, Equipment Sales Product Annex and/or CenturyLink Centurion Maintenance Service Annex; and contain the Customer's exact legal name.
5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the CenturyLink divestiture to Brightspeed, the names EMBARQ, CenturyTel, and CenturyLink may be used in association with the products and services provided by CenturyLink in this Agreement.

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Orders, (each, a “Order”). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer’s location. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer’s selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.
2. **PRICING.**
 - 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Order.
 - 2.2 **Non-recurring Charges (“NRCs”) or Non-recurring Rates (“NRRs”).** CenturyLink will charge Customer the NRCs or NRRs listed on each Order, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
 - 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require a down payment from Customer upon delivery of Products.

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Orders, (each, a “Order”). The name of the CenturyLink company providing Services to Customer is listed on each Order. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an “Order Term”), as listed in each Order. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service’s applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements
2. **PRICING.**
 - 2.1 **Monthly Recurring Charges (“MRCs”) or Monthly Recurring Rates (“MRRs”).** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Order. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges (“NRC”) or Non-recurring Rates (“NRRs”).** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Order. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Order. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Order. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.