

**Appendix E to DIR Contract No. DIR-TSO-2621  
CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT  
SAVVIS SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink will, through its affiliate, Savvis Communications Corporation ("Savvis"), provide Savvis services under the terms of the Agreement, this Service Exhibit, a Service Order and/or Statement of Work ("SOW").

"BCD" or "Billing Commencement Date" means the date on which CenturyLink begins billing for a Service, as further defined in Billing Commencement Date/Acceptance of Services, Section 3.2.

"Control Portal" means the Savvis online Web site from which Customer can access certain of the Services as set forth in the applicable Service Schedules.

"Data Center" means a particular CenturyLink facility within which the Customer data is located.

"Savvis Service Guide" (or "SSG") means the product-specific Service guides that include technical specifications which can be found at <http://www.savvis.com/ssg>, and are incorporated herein by reference, and which Savvis may modify from time to time, effective upon posting on the Web site. Each Service Schedule incorporates multiple SSGs. Customer's purchase of Services under this Service Exhibit is subject to and controlled by the SSGs. By issuing a Service Order to CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the applicable SSG(s) and are incorporated herein by reference, and which Savvis may modify from time to time, effective upon posting on the Web site. Each Service Schedule incorporates multiple SSGs. Customer's purchase of Services under this Service Exhibit is subject to and controlled by the SSGs. By issuing a Service Order to CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the applicable SSG(s).

"Service" means the service provided by CenturyLink through its affiliate, Savvis, Savvis' affiliate Tier 3 and/or Savvis' licensors and contractors as set forth on the Service Order or SOW.

"Service Order" means a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Services ordered by Customer.

"Service Schedule" means those service descriptions providing additional terms pursuant to which CenturyLink will provide and Customer shall purchase the Services described therein. The applicable Service Schedules are included in this Service Exhibit.

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. CenturyLink may modify SLAs during a renewal term upon 60 days' notice.

**2. Term.** Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW ("Initial Service Term"), at the conclusion of which the Service will automatically renew for successive periods equal to 12 months, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term.. The Initial Service Term and any renewal terms are collectively referred to as the "Service Term". The Services shall be effective for a term to be specified in the mutually agreed upon Service Order or Statement of Work. The maximum effective term for any Service Order or SOW shall be 24 months.

**3. Rates; Billing Commencement Date/Acceptance of Services.**

**3.1 Rates.** Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or SOW. Pricing shall be in accordance with Appendix C, Pricing Index. Notwithstanding any other provision to the contrary and not more than once per calendar year, CenturyLink may increase the charges applicable to any service provided hereunder in 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 CenturyLink's written notice thereof to Customer. In addition, CenturyLink may otherwise increase the prices upon written notice before the start of any renewal term of the DIR.

**3.2 Billing Commencement Date/Acceptance of Services.** With the exception of CenturyLink Cloud Services as specified in Service Schedule #2 of this Agreement, the BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date CenturyLink notifies Customer or Customers points of contacts listed either on the Service Order or SOW in writing that the initial installation or a usable part thereof (such as a data circuit between two points or an individual data center installation on a multi-data center project) is complete. Customer shall have five business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of CenturyLink. The Service shall be deemed accepted unless Customer provides CenturyLink with notice to the contrary during the Acceptance Period. Upon timely notice to CenturyLink of a deficiency, CenturyLink will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and CenturyLink will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis.

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**4. Compliance and Security.** Each party shall comply with all laws and regulations applicable to the provision (in the case of CenturyLink) and use (in the case of Customer) of the Services provided hereunder. CenturyLink has adopted and implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect Customer's information, materials and data ("Customer Data") from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. Customer will ensure that all Customer Data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. In addition, as of the Effective Date, CenturyLink has completed a SOC 1 Type II audit (SSAE16/ISAE 3402) in certain data centers and intends to continue to conduct such audits under SOC 1 (SSAE16/ISAE 3402) or a similar standard. Customer will be entitled to receive a copy of the then-available SOC 1 (SSAE16/ISAE 3402) Type II report, which is and contains CenturyLink Confidential Information. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time.

**5. Use of Service.** Customer and its End Users will not use or access the Services or any Data Center in a manner that materially interferes with or harms the CenturyLink infrastructure or any third parties; or is tortious or violates any third party Intellectual Property right. CenturyLink may suspend the affected Service in the event Customer violates the preceding sentence. CenturyLink will attempt to notify Customer in writing prior to suspending Service; provided, however, CenturyLink may suspend Service without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm as identified in the CenturyLink AUP.

**6. Termination.**

- (a) With the exception of CenturyLink Cloud Services as specified in Service Schedule #2 of this Agreement, either party may terminate this Service Exhibit or affected Services (i) upon 30 days' prior written notice for Cause; or (ii) in accordance with any other express term contained in the Agreement. If Customer terminates an ordered Service prior to its BCD, Customer will pay a Cancellation Charge equal to one month's projected MRC, plus all out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If the Service or this Agreement is terminated either by CenturyLink for Cause or by Customer for Convenience prior to the conclusion of the applicable Service Term, then Customer shall be liable for a Cancellation Charge equal to: (a) unless otherwise set forth on a Service Order, 50% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service Term; (b) Service charges accrued but unpaid as of the termination date; (c) any non-recurring charge (NRC) discount or waiver granted by CenturyLink, and (d) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well.
- (b) If Customer terminates all or part of a Service Order or SOW issued under the Technical Services Service Schedule, prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the Service Order or SOW plus all out-of-pocket costs incurred by CenturyLink. Out of pocket expenses will be detailed in the mutually agreed upon Statement of Work or Service Order.

**7. Intellectual Property.** 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 either party or its licensors. 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 Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

**8. Equipment.** If the Service includes access to or the use of CenturyLink-provided customer premise equipment ("CenturyLink CPE"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink CPE; (b) will keep the CenturyLink CPE free and clear from all liens, claims and encumbrances; (c) shall protect and use all CenturyLink CPE in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink CPE. Unless otherwise set forth in the applicable SSG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any CPE used in connection with the Service and not provided by CenturyLink ("Customer CPE") including any related applications, systems, or software.

**10. 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.

**11. Notice.** Any notices to be provided to CenturyLink under this Service Exhibit should also be copied to Savvis at the following address:

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Savvis Communications Corporation  
1 Savvis Parkway  
St Louis, Missouri 63017  
United States  
Attn: General Counsel

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**SERVICE SCHEDULE #1: SAVVIS TECHNICAL SERVICES**

1. Technical services purchased hereunder shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference. This Service Schedule applies solely to technical services to be performed by Savvis; all other technical services provided by other CenturyLink affiliates are available under a separate Service Exhibit. The Service Level Agreement for Savvis Technical Services will be part of the mutually agreed upon Statement of Work.
2. The termination of any technical services will not affect Customer's obligations to pay for other Services.
3. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of a SOW. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of a SOW.
4. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW shall transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Notwithstanding anything to the contrary herein, CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CenturyLink.
5. Effective at the time CenturyLink receives full and final payment for a Deliverable (as defined in the applicable SOW), CenturyLink: (a) assigns to Customer all right, title and interest CenturyLink may possess, including all intellectual property rights, in such Deliverable provided by CenturyLink to Customer pursuant to the applicable SOW, excluding any CenturyLink Technology; and (b) grants to Customer a non-exclusive, non-transferable, royalty free license to use the CenturyLink Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

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**SERVICE SCHEDULE #2: CENTURYLINK CLOUD SERVICES**

The parties acknowledge and agree that all Services provided pursuant to this Service Schedule are provided by CenturyLink through Savvis' affiliate, Tier 3, Inc. The parties agree that solely with respect to the CenturyLink Cloud Services (hereafter "Cloud Services" or "Services") the following terms shall supplement the terms set forth elsewhere in the Agreement (including this Service Schedule).

- 1. Service Order.** "Service Order" means either: a service order request submitted on a form issued by CenturyLink and signed by Customer or the online order that Customer submits to CenturyLink via the client management section of the Web site located at <https://control.centurylinkcloud.com/> ("Control Panel") that includes the type and details of the specific Services ordered by Customer.
- 2. Portal.** Customer may access the Services via the Control Portal or via a CenturyLink-provided Application Programming Interface ("API"). CenturyLink may modify its portal or APIs at any time, or may transition to new API's. Customer's use of the portal and any API Customer downloads from a CenturyLink Web site are governed by this Agreement or any license terms that may be included with the download.
- 3. Term.** Unless otherwise agreed by the parties, individual Services will not have designated term periods.
- 4. Billing Commencement Date.** Notwithstanding anything to the contrary, (i) the BCD for recurring Cloud Services is the date in which CenturyLink delivers the Services; and (ii) the BCD for usage based Services is the time/date Services are activated. No Acceptance Period shall apply to Cloud Services.
- 5. Termination.** Customer may terminate any individual Service Order that is not subject to a minimum term commitment for any reason or no reason at all without liability for early termination charges. Customer must follow CenturyLink's termination procedures made available in the Control Portal.
- 6. Service Level Agreement.** CenturyLink may modify any particular composition of the Service (including the SLA) from time to time upon notice to all customers by posting on the applicable Web site so long as (a) they are changes that affect all customers collectively and not Customer alone, and (b) the overall level of features, functionality and support are not reduced thereby. The Customer, once signed up to the Savvis Portal, will be notified via email if and when a modification to the SLAs are made. The levels of features, functionality and support shall not be reduced thereby.
- 7. Charges.** Fees for any new Service or new Service feature will be effective upon posting to the Control Portal. If CenturyLink proposes to increase fees for any existing Service, CenturyLink shall provide notice of such increase not less than 60 days prior to the end of the then-current term.
- 8. Security.** Given that Customer can self-provision and self-configure the Services and Customer's environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.
- 9. Authorization.** Customer agrees that: (i) it will provide accurate and complete information as requested by CenturyLink in connection with its registration for the Services; and (ii) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.
- 10. Third Party Software.** Customer represents and warrants that it will not use, and will not authorize any third party to use, any software with the Services, including without limitation the CenturyLink APIs, in any manner that may require, pursuant to any applicable license, that any CenturyLink Services, components thereof, or other intellectual property of CenturyLink or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. Additionally, Customer agrees to comply with the terms of any applicable third party software license used in connection with the Service to the extent such terms are made available to Customer by CenturyLink.

**Terms of Use and SLA Attachment.** Customer's use of Services hereunder is subject to acceptance by Customer of the terms of acceptable use available at <http://www.centurylinkcloud.com/legal/aup>. 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. If any such change materially and adversely affects Customer's legitimate use of the Services, Customer may terminate the affected Service without incurring any liability. In addition, the SLA Attachment, as defined in the Agreement, applicable to the Service is available at <http://www.centurylinkcloud.com/legal/sla>.