

## APPENDIX D TO DIR CONTRACT NO. DIR-TSO-2645

### CenturyLink Total Advantage Agreement CenturyLink Select Advantage Service Exhibit

**1. General; Definitions.** This Service Exhibit for Products and Services (collectively “Solutions”) is attached to and subject to DIR Contract No. DIR-TSO-2645 and in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of DIR Contract No. DIR-TSO-2645 and the Agreement, the Service Exhibit, the Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: DIR Contract No. DIR-TSO-2645, any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, “Service” is replaced by “Solution” as defined herein, and “Order Form” is replaced with “Purchase Order” as defined herein.

“CPE” means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

“Detailed Description(s)” means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

“Products” means CPE and Software offerings from CenturyLink.

“Purchase Order” or “PO” means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

“Services” means offerings from CenturyLink that (a) install, maintain or manage CPE; or (b) support Customer network management objectives.

“Software” means software license offerings.

“SOW” means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer’s signature on the SOW.

“Change Order” means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

## **2. CenturyLink Select Advantage Solutions.**

**2.1 Purchase.** Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer’s purchase of Solutions is subject to and controlled by DIR Contract No. DIR-TSO-2645 and Detailed Description(s) which are posted at [www.CenturyLinkSelectAdvantage.com](http://www.CenturyLinkSelectAdvantage.com) and are incorporated by this reference. By issuing a PO to CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of DIR Contract No. DIR-TSO-2645 and the Detailed Description(s). With Customer notice given, CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer’s continued use of the Solution constitutes acceptance of those changes, however, if Customer does not agree with the changes termination may be given with no additional charges to the Customer. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective

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Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

**2.2 Limitation of Liability.** Limitation of Liability will be handled in accordance to Appendix A, Section 10A2) of DIR Contract No. DIR-TSO-2645.

**3. Term; Termination.** Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-2645.

**4. Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-2645. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.