

## CONFERENCING SERVICE EXHIBIT

### APPENDIX D TO DIR CONTRACT DIR-TSO-2552

**1. General; Definitions.** Capitalized terms not defined in this Exhibit are defined in the Agreement. CenturyLink Communications, LLC will provide Conferencing Service ("Service") under the terms of the Agreement, RSS, ISS, and this Service Exhibit.

"Agreement" is DIR Contract No. DIR-TSO-2552 and any amendments thereto. "Net Rate" is in lieu of all other rates, discounts, and promotions.

"Pricing Attachment" refers to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2552 containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

#### 2. Service.

**2.1 Description.** This Service enables customers to conduct telephone conferences with multiple parties in multiple locations. Service includes Reservationless, Passcode, Operator Assisted, Event, and CenturyLink Web Conferencing. Customer has access to CenturyLink's Service and support 24 hours a day 7 days a week. CenturyLink provides Service both domestically and internationally from select equipment locations.

#### 2.2 Types.

**(a) Reservationless.** On-demand audio conferencing product that is available to moderators and participants 24 hours a day, 7 days a week, 365 days a year, without a reservation. Moderators are provided a dedicated dial-in number and passcodes. Moderators open and close their own calls. Reservationless service is limited to 300 participant lines.

**(b) Reservationless GlobalMeet Audio.** For international moderators or domestic calls with international participants requiring Reservationless services that include local access numbers (LDD) and international toll free (ITF) numbers in countries around the globe. GlobalMeet Reservationless service is limited to 300 participant lines. LoCall numbers are non-geographic numbers within a country. LoCall numbers can be dialed from any location within a country, including fixed and mobile lines.

**(c) CenturyLink Web Conferencing.** An online meeting service that enables real-time interaction and sharing of data over the Web by moderators and participants during a conference. CenturyLink Web Conferencing is integrated with Reservationless Audio, and can also be used as a stand-alone product. CenturyLink Web Conferencing is limited to 125 participant lines.

**(d) Passcode.** A moderator must reserve a Passcode audio conference. The call is opened automatically when the moderator enters the passcode. Passcode service is limited to 300 participant lines.

**(e) Operator Assisted.** A moderator must reserve an Operator Assisted audio conference. The call is opened by an operator. The operator then leaves the conference and is available upon request by touch tone command. Recommended capacity is up to 50 lines. Larger capacity is possible, though not recommended because all lines in conference are live/not muted.

**(f) Event Auditorium.** An audio call that must be reserved and requires passcode entry. After passcode is entered, the participant is placed into conference. The call is monitored by an operator who attends the entire conference. All participant lines are muted. Audio Q&A is available and managed by the operator. Event Auditorium is limited to 4,000 participants.

**(g) Event.** An audio call that must be reserved. Participants are answered by a live operator. The call is monitored by an operator who attends the entire conference. Call capacity may be thousands of participants. All participant lines are muted. Audio Q&A is available and managed by the operator.

**(h) Bridge.** Equipment that mixes multiple audio inputs and feeds back composite audio to each station after removing the individual station's input. This equipment may also be called a mix-minus audio system.

**(i) Transport.** The long distance portion of the call.

**2.3 Access Descriptions.** CenturyLink provides a number of domestic and international access arrangements to bridging services. Access to/from bridging equipment located in the 48 contiguous U.S. states. Access locations include all U.S. states and territories and Canada.

**(a) Toll** – A moderator or participant may access any call by dialing the assigned toll number. The moderator or participant will incur any applicable transport charges.

**(b) Toll-free** - A moderator or participant may access a call where toll-free access is available. The moderator will incur the applicable toll-free charges. Toll-free access is available from the United States, the U.S. territories, and Canada.

**(c) Local Access** - In-Country Local Access is a non-North American toll number assigned to a specific country and bridge intended to provide local access to participants within the specific country. Some countries may not accept new orders and some may not accept portability orders.

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**(d) ITFS** - A toll-free number dialed from a particular country, and terminating in the United States. Each country uses a unique number. ITFS is available in international locations. Some countries may not accept new orders and some may not accept portability orders.

**(e) Dial-out** - An operator or the moderator dials a moderator or participant from the bridge. The moderator will be charged appropriate domestic or international dial-out rates.

**(f) Dial-me** - A moderator or participant dials himself or herself from CenturyLink Web Conferencing. The moderator will be charged the appropriate domestic or international dial-out rates.

**2.4 Optional Features.** Optional Features are available on request and require an additional fee.

**(a)** Reservationless, GlobalMeet and Passcode Optional Features:

**(i) Audio Recording** – The moderator presses touchtone telephone commands to begin recording the call. The moderator presses touchtone commands again to stop recording the call. Additional line in conference per minute charge applies. The recording is provided as a .wav or mp3 file that can be downloaded and hosted by Customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.

**(ii) Remote Replay** – The digital audio recording of a conference can be made available for playback 24 hours a day, 7 days a week, for as long as scheduled. Playback results in a per minute charge for each participant that accesses the recording.

**(iii) Transcription** - Conferences can be transcribed for participants in written format and delivered via email or CD.

**(iv) Custom Greetings** - Custom recordings in lieu of the generic greeting that participants hear when connecting to the conferencing service. Custom recordings may include but not limited to the company name or custom prompts. Available on Reservationless but not GlobalMeet.

**(v) Dedicated Toll & Toll Free Access Numbers** – Toll and toll free access numbers that are dedicated to Customer, and not shared with other companies. Dedicated numbers are available on Reservationless but not on GlobalMeet.

**(b)** Web Conferencing Optional Features:

**(i) Web Recording** – A synchronized presentation with audio, public chat, Web tours, application sharing, and annotations included. Web Recording is provided as a Windows Media or Real Audio format file that can be downloaded and hosted by Customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.

**(ii) Archive Hosting of Replay** – Hosted Replay for 30 days; unlimited playbacks allowed. Can be viewed from within the account and have a forward option and password protection option.

**(iii) Hosting Renewal Option** – Archive hosting may be extended for an additional 30, 60, 90, 180, or 360 days.

**(iv) SSL Encryption** – Secure Socket Layer encryption may be added to a Web account for a monthly fee.

**(c)** Operator Assisted Optional Features:

**(i) Audio Recording** – The operator records the call. Additional line in conference, per minute charge applies. The recording is provided as a .wav or mp3 file that can be downloaded and hosted by Customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.

**(ii) Remote Replay** – The digital audio recording of a conference can be made available for playback, 24 hours a day, 7 days a week, for as long as required. Playback results in a per minute charge for each participant that accesses the recording.

**(iii) No Show Fee** – A per-line charge for lines that were reserved but not used. Allows for leeway of 10% of total reserved ports/ "no-shows" per call. No Shows are calculated as follows: Reserved Ports (minus) Maximum Concurrent Participant Ports (minus) Contracted Leeway (i.e.; free unused ports) = Billable Unused Participant Ports ("No Shows").

**(iv) Participant List** – A list of the names of the participants that attended the conference call.

**(v) Operator Dial-out** – Allows the operator to access an outside line to call a new participant and either place the participant into the conference or disconnect the participant.

**(d)** Event Optional Features include the Operator Assisted Optional Features in addition to the following:

**(i) Event Auditorium:**

**a. Click and Join** – Online entry into Auditorium conferencing (captures participant list).

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- b. Remote Replay Custom IVR** – The set up charge for the first menu on an interactive voice response system for a participant to hear a replay. There are additional charges for additional menus.
- c. Easy Invite / Easy ID** - A process by which Customer uploads a list of meeting participants along with pin codes in Excel format for use in sending out meeting invitations and tracking call attendance.
- d. Communication Line** – An additional operator is on a private line with a representative of the moderator. The operator and representative can communicate about the number of participants, what participants to let in the call, and other details of the call. Additional Communication Lines may be added as required.
- e. Host Controls** - Web based moderator controls that allow the moderator to:
  - i. Send private instructions to the operator or other support team members.
  - ii. View who has joined the audio portion of an event call.
  - iii. Screen and prioritize the queue during question and answer sessions.
  - iv. View immediate tabulations of surveys conducted during the call.
- f. Basic RSVP Set Up** (Web-based) - The set up of a web system that allows participants to register for Event and Investor Relations calls asking a standard set of questions. It includes creation of participant confirmation emails, and question ordering and the use of Customer logo on the website.
- g. Basic RSVP** (up to 10 questions) - The use of the Basic RSVP system when a participant registers for an Event or Investor Relations call.
- h. Enhanced RSVP** (up to 20 questions) - The use of the Enhanced or Custom RSVP system when a participant registers for an Event or Investor Relations call.
- i. Phone RSVP support** (in addition to Basic or Enhanced) - The ability for a participant to register for an Event or Investor Relations call using the telephone. Must be used in conjunction with Basic or Enhanced RSVP per-use fee.
- j. RSVP Reports** (CenturyLink provided) - A report containing the registration information of participants using RSVP services.
- k. Real Time RSVP Reporting** (Web-based) - A web system to view the registration information of participants using RSVP services.
- l. Broadcast E-Mail** – The ability to email participants before or after the call.
- m. Broadcast Fax** – The ability to fax participants before or after the call.
- n. Broadcast Voice** – The ability to call participants with a recorded message before or after the call.
- o. Dedicated Dial-in Numbers** – Toll and toll free access numbers that are dedicated to Customer, and not shared with other companies.
- p. Polling Merge Report** (CenturyLink provided) - Merging responses from a polling session during the Event or Investor Relations call with the participant information.
- q. File Hosting** – Unlimited downloads of the Polling Merge and / or Real Time RSVP reports.
- r. Translations** – Conference can be translated into most foreign languages with 24-hour advance notice.
- s. Transcription** - Conferences can be transcribed for participants in written format and delivered via email or CD.
- t. Operator Stand-by** - An additional operator who provides assistance for lost callers and/or participant assistance for callers entering incorrect passcodes.
- u. Presentation Management** - Specialist coordinates rehearsals and provides presentation coaching and feedback.
- v. A la Carte Event Production Services** – Any additional training or rehearsal sessions needed in conjunction with preparation for an Event Call.

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**w. Creative Services** - To design physical collateral for Customers to enhance an Event call.

**x. Product Fulfillment** - A per packet charge for producing a collection of presentation materials associated with a conference Event.

**y. Assembly/Modification** - A per page charge for the collating and altering of the fulfillment packet associated with a conference Event.

**z. Event Basic Reports** - Basic Event Reports is the pricing for a basic utilization report that captures all of the participants that dial into the replay.

### aa. Event Production

- i. Event Monitor Package - (60 minute event) – Up to 45 minute pre-conference, up to one hour for client side web issues, total of 1 ¾ hours assistance .
- ii. Event Assistance Package - (60 minute event) – Pre-meeting with client to gather call flow details, technology, provisioning, up to one hour pre-conference to review the structure of the event, one hour event support, total of 3 hours assistance.
- iii. Event Production Package - (60 minute event) – Planning session and timeline management, scheduling of platform instruction/training, scheduling of rehearsal, scripting and program coordination, slide load, and assistance for building audience interactivity.
- iv. Event Production Plus Package - (60 minute event) – Includes event production package provided within a 24 hour timeframe, total of 6 hours assistance within a 24 hour timeframe
- v. Event Extension – Additional component associated with Event Production services for calls lasting longer than 60 minutes.
- vi. Event Content – Event consultants assist with materials that will be utilized as part of an event conference.
- vii. Expedite Fee – a fee charged for Event Production orders provided outside of the 15 days notice to schedule.
- viii. After-hours Support - Weekdays After 9pm and before 9am EST, weekends & holidays.
- ix. Event Reschedule Before Rehearsal – a customer charge if the event is rescheduled prior to the rehearsal.
- x. Event Reschedule After Rehearsal - a customer charge if the event is rescheduled after the rehearsal.
- xi. Event Cancel Before Rehearsal – a customer charge if the event is cancelled prior to the rehearsal.
- xii. Event Cancel After Rehearsal - a customer charge if the event is cancelled after the rehearsal.
- xiii. Event Recording Support – a scheduled session with customer participants and speakers intended to record a session for future use. Includes assembly of the call, editing and coordination with Audio Production.
- xiv. Event Media Manager – an assigned Event Consultant assists during an Event call with coordination of other vendors, if used, streaming, recording, and web applications.

(ii) Event Audio Optional Features include Event Auditorium Optional Features in addition to the following:

**a. Pre-Recording Session** – A call may be recorded ahead of time and then be played into the live conference for participants. Speakers may attend the live call to answer questions during Q&A.

**b. Custom Hold Music** – Customer may choose music to be heard by the participants while they wait on hold for the conference to begin.

**3. Charges.** As applicable, Customer will pay the rates, Net Rates, and all other charges set forth in the Pricing Attachment. Customer will be charged for Service when Customer uses the Service. The rates do not include costs associated with local access. The Net Rates will be used to calculate Contributory Charges.

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### UNLIMITED WEB CONFERENCEING SERVICE ATTACHMENT ("Attachment")

This Attachment is subject in all respects to the Agreement, including the Conferencing Service Exhibit. Capitalized terms not defined in this Attachment are defined in the Agreement. By purchasing Unlimited Web Conferencing Service, Customer agrees to all of the non-negotiable, vendor flow-through conditions contained in this Attachment. In the event of a conflict, the terms of this Attachment, the controlling document shall be this DIR Contract Number DIR-TSO-2552, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2 will prevail over the terms of the Agreement and Service Exhibit. The use of "CenturyLink" in Sections 2-7 of this Attachment will mean CenturyLink or one or more of its suppliers.

**1. Service Description.** Unlimited Web Conferencing is an online meeting service enabling real-time interaction and sharing of data over the Web by moderators and participants during a conference. Unlimited Web Conferencing can be integrated with Reservationless Audio. Unlimited Web Conferencing is limited to 125 participant lines. The monthly fee includes unlimited Web usage per license each month. One license is required per user. The Reservationless audio portion of the call is an additional cost.

**2. Intellectual Property; Marketing; Images and Links.** Customer is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Unlimited Web Conferencing, and any software associated with the Unlimited Web Conferencing, solely for online meetings and web conferencing and collaboration. All other rights are reserved by CenturyLink, and Customer agrees that it shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Unlimited Web Conferencing. Customer acknowledges and agrees that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which Customer may have access to as part of, or through the use of the Unlimited Web Conferencing is the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provides such Third-Party Content to CenturyLink (or by other individuals or entities on their behalf). Customer may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third-Party Content (either in whole or in part) without permission of the relevant third part(ies), if any. Customer uses the Unlimited Web Conferencing at Customer's own risk. Customer understands that by using the Unlimited Web Conferencing with a webcam or other photographic or video device and/or a microphone, Customer will transmit images and audio to users. The Unlimited Web Conferencing may include links to other web sites ("Linked Sites"). Customer acknowledges and agrees that such links are provided for convenience only and do not reflect any endorsement by CenturyLink with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites. CenturyLink is not responsible in any manner (including without limitation with respect to any loss, damage or injury Customer may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Customer's reliance thereon. **CENTURYLINK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: CUSTOMER'S USE OF ANY LINKED SITES IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THAT SITE AND SOLELY AT CUSTOMER'S OWN RISK.**

**3. Feedback.** CenturyLink welcomes feedback regarding many areas of CenturyLink's services, including without limitation Unlimited Web Conferencing, and all related web sites. Any ideas, suggestions, comments and/or other feedback either CenturyLink or Customer provides to CenturyLink ("Feedback") shall be deemed to be non-confidential and CenturyLink shall be free to use such information on an unrestricted basis. CenturyLink and Customer should only provide specific Feedback on CenturyLink's existing Unlimited Web Conferencing and should not include any ideas that CenturyLink's policy will not permit it to accept or consider. CenturyLink or any of its employees do not accept or consider unsolicited ideas of any kind, including ideas for new or improved services, products or technologies, enhancements or new service names. The following terms shall apply to submissions of all Feedback: Each of CenturyLink and Customer agrees that: (1) all submissions and their contents will automatically become the property of CenturyLink, without any compensation; (2) CenturyLink may freely and irrevocably use, disclose, reproduce, license, sublicense, distribute or redistribute and otherwise commercialize the submissions and their contents for any purpose and in any way throughout the world, without royalty; (3) there is no obligation for CenturyLink to review the submission; and (4) there is no obligation to keep any submissions confidential. Therefore, customers are advised not to include any confidential information in its feedback. For the avoidance of doubt, neither CenturyLink nor Customer will submit any Feedback to CenturyLink that (1) either CenturyLink or Customer has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) that is subject to license terms that seek to require any CenturyLink product incorporating or derived from any Feedback, or other CenturyLink intellectual property, to be licensed to or otherwise shared with any third party.

#### **4. Named Users, Content and Conduct/Use.**

**4.1** To use the Unlimited Web Conferencing, Customer must be 18 years or older, if an individual, and must complete the sign-up/registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by CenturyLink's required terms applicable to the use of the Unlimited Web Conferencing and meeting such other requirements as CenturyLink directs. Customer agrees to maintain and update its registration information as required to keep it current, complete and accurate. If CenturyLink discovers that any of Customer's registration information is inaccurate, incomplete or not current, CenturyLink may suspend and/or terminate Customer's right to access and receive the Unlimited Web Conferencing. CenturyLink further retains the right to reject a registration application in its sole discretion. Upon written request from customer, CenturyLink will notify customer of the reasons for such rejection. Without limiting the foregoing, CenturyLink may refuse the Unlimited Web Conferencing to any individual or entity who has cancelled any number of previous accounts.

**4.2** Only Named Users may schedule conferences using the Unlimited Web Conferencing, and there may be only one user/employee assigned to any Named User licenses to be used in connection with the Unlimited Web Conferencing. For the avoidance of doubt, Named

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User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual. Named Users may only include up to the total number of Maximum Meeting Participants in any single conference. For the purposes of this provision and the Unlimited Web Conferencing, a "Named User" is an individual designated and identified by the Customer as an organizer/administrator who is authorized to schedule conferences using the Unlimited Web Conferencing and "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named User, that may be in a conference using the Unlimited Web Conferencing at the same time as designated by CenturyLink. Only one conference using the Unlimited Web Conferencing may occur at any given time (i.e. no concurrent meetings) per licensed Named User. Named Users may not combine with other Named Users or otherwise expand a conference using the Unlimited Web Conferencing scheduled by a Named User to allow more than the Maximum Meeting Participants. For each conference using the Unlimited Web Conferencing scheduled by a Named User, the Named User must (1) initiate or schedule the conference; (2) host the conference by entering as a presenter; and (3) act as an organizer of the conference through use of their organizer identification. Customer is at all times responsible for monitoring and maintaining the use of the Named User licenses within the forgoing parameters. A Named User designation may not be transferred to another Customer employee except upon (a) termination of the Named User's employment with Customer, or (b) in all other instances, CenturyLink's express prior written approval.

**4.3** Customer acknowledges that CenturyLink has no control over the content of information transmitted by Customer through the Unlimited Web Conferencing (whether visual, written or audible) and that CenturyLink does not examine the use to which Customer puts the Unlimited Web Conferencing or the nature of the information Customer or Customer's users send or receive. Customer acknowledges and agrees that CenturyLink shall have no liability for the deletion or failure to store any information, content or data transmitted using the Unlimited Web Conferencing. Further, Customer expressly agrees: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of the Unlimited Web Conferencing under this Agreement (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of the Unlimited Web Conferencing that (1) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (2) is unlawful; (3) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (4) is profane, indecent, obscene, harmful to minors or child pornographic; (5) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; (6) that includes any unsolicited or unauthorized advertising or marketing; or (7) is materially false, misleading or inaccurate or that Customer does not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (1) impersonate any person or entity, falsely or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted, emailed or otherwise transmitted; (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Unlimited Web Conferencing any directory of other users or usage information or any portion thereof other than in the context of Customer's use of the Unlimited Web Conferencing; (4) reproduce, duplicate, copy, sell, trade or resell the Unlimited Web Conferencing for any purpose, including Customer may not act as a service bureau for the Unlimited Web Conferencing or rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Unlimited Web Conferencing; (5) use or exploit any portion of the Unlimited Web Conferencing to provide commercial Unlimited Web Conferencing to third parties or otherwise generate income from the Unlimited Web Conferencing or use the services for the development, production or marketing of a service or product substantially similar to the Unlimited Web Conferencing; (6) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to the Unlimited Web Conferencing, or any other users of the Unlimited Web Conferencing, or violate the regulations, policies or procedures of any networks; (7) attempt to gain unauthorized access to the Unlimited Web Conferencing, other accounts, computer systems or networks connected to the Unlimited Web Conferencing, through password mining or any other means; (8) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Unlimited Web Conferencing or associated software; or (9) use the Unlimited Web Conferencing for illegal purposes (including without limitation, gambling or betting); and (iv) Customer is solely responsible for any and all activities that may occur under Customer's account and to maintain the confidentiality and security of its Host ID, access numbers, keys and passwords/passcodes. Customer agrees to notify CenturyLink immediately if there has been an unauthorized use of its Host ID and/or any access numbers, keys and/or passwords/passcodes or any other breach of security. Customer acknowledges that CenturyLink may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, CenturyLink may disclose information about Customer's use of Unlimited Web Conferencing to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

**5. Recordings.** Use of conference recording or taping any use of the Unlimited Web Conferencing may subject Customer to laws or regulations. Customer acknowledges and agrees that: (i) Customer may not record or tape any Web, video or telephone conversation in connection with the Unlimited Web Conferencing unless Customer is in compliance with all laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation. CenturyLink has not and is not expected to provide Customer with any analysis, interpretation or advice regarding Customer's compliance with the above, and Customer is solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.

**6. No Emergency Calls. UNLIMITED WEB CONFERRING IS NOT A TRADITIONAL TELEPHONE SERVICE, AND THE UNLIMITED WEB CONFERRING IS NOT INTENDED TO SUPPORT OR CARRY ANY EMERGENCY CALLS TO ANY EMERGENCY SERVICES OF ANY KIND. CUSTOMER NEEDS TO MAKE ADDITIONAL ARRANGEMENTS IN ORDER TO ACCESS EMERGENCY SERVICES.**

**7. Contact. CUSTOMER HEREBY GRANTS CENTURYLINK CONSENT TO CONTACT ALL OF CUSTOMER'S INDIVIDUAL ACCOUNT HOLDERS AND MODERATORS TO COMMUNICATE INFORMATION REGARDING SERVICE ISSUES AND SERVICE**

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### CONFIRMATIONS (INCLUDING WITHOUT LIMITATION, ENHANCEMENTS, END-OF-LIFE, MODIFICATIONS AND/OR OTHER FEATURE CHANGES).

**8. Term/Renewal/Cancellation:** Unlimited Web Conferencing will commence within five days of receipt of the order for Unlimited Web Conferencing and continue for a six month term ("Term"). At the end of the Term, Unlimited Web Conferencing will continue on a month-to-month basis, utilizing individual purchase orders for monthly renewals, until canceled by a party. Either party may cancel Unlimited Web Conferencing by providing written notice to the other under the terms of the Agreement. If Customer cancels Unlimited Web Conferencing for Convenience during the Term, Customer will pay CenturyLink a Cancellation Charge equal to 25% of the Unlimited Web Conferencing charges that Customer would have paid to CenturyLink for the remainder of the six months. If Customer cancels Unlimited Web Conferencing after the Term, Customer will be responsible for all charges incurred up to the point of cancellation and charges will not be prorated for the month Unlimited Web Conferencing is canceled. Customer must follow the Service termination notice process as outlined in the Agreement.

**9. Charges:** Customer will pay CenturyLink the rates and charges set forth below. Charges will commence within five days of receipt of the order for Unlimited Web Conferencing. Customer may later add licenses via the order process and those additional licenses will be subject to the terms of this Attachment except that Customer will pay CenturyLink the charges for the additional licenses, as per the Pricing Attachment (Appendix C).

## CONFERENCING SERVICE EXHIBIT

### ADOBE CONNECT WEB CONFERENCING SERVICE ATTACHMENT ("Attachment")

This Attachment is subject in all respects to the Agreement, including the Conferencing Service Exhibit. Capitalized terms not defined in this Attachment are defined in the Agreement. By purchasing Adobe Connect Web Conferencing, Customer agrees to the non-negotiable, online Adobe Connect End User License Agreement terms and conditions: 1) For Adobe Connect Hosted [http://www.adobe.com/products/eulas/pdfs/Connect\\_Pro\\_Hosted\\_TOS\\_20090724\\_1050.pdf](http://www.adobe.com/products/eulas/pdfs/Connect_Pro_Hosted_TOS_20090724_1050.pdf); and 2) For Adobe Connect On Premise [http://www.adobe.com/products/eulas/pdfs/Connect\\_Pro\\_OnPrem\\_20090712\\_2119.pdf](http://www.adobe.com/products/eulas/pdfs/Connect_Pro_OnPrem_20090712_2119.pdf). In the event of a conflict, the terms of this Attachment and the Adobe Connect End User License Agreements will prevail over the terms of the Agreement and Service Exhibit.

**It is the Customer's responsibility to read the above associated click-wrap agreements and determine if the Customer accepts the license terms as amended by DIR Contract DIR-TSO-2552. If the Customer does not agree with the license/service terms, Customer shall be responsible for negotiating with the vendor to obtain additional changes in the click-wrap agreement language.**

**1. Service Description.** Adobe Connect is a Web conferencing service providing access to private online meeting rooms using just a Web browser and Adobe Flash® Player. It provides real-time interaction and sharing of data over the Web by moderators and participants during a conference. Adobe Connect is available in an Adobe Connect Hosted environment or an Adobe Connect On Premise environment. Hosted Access allows customers to publish their presentations from the Adobe Connect Hosted system. With the Adobe Connect On Premise solution, customers pay for an Adobe Connect Server. The Adobe Connect Server is the repository and management system for presentations behind the firewall. Fees for additional feature licenses may apply.

**2. Service Term/Renewal:** Seminar Room Monthly is a month-to-month offering. It is not prorated if Customer cancels before completing a full month. All other rate elements have a 12-month term and are not prorated if Customer terminates those rate elements early. Customer must follow the Service termination notice process as outlined in the Agreement. Licenses added during the term will be coterminous with the original license order.

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### ON24 WEB CONFERENCING SERVICE ATTACHMENT ("Attachment")

This Attachment is subject in all respects to the Agreement, including the Conferencing Service Exhibit. Capitalized terms not defined in this Attachment are defined in the Agreement. By purchasing ON24 Web Conferencing service ("ON24"), Customer agrees to all of the non-negotiable, vendor flow-through conditions contained in this Attachment. In the event of a conflict, the DIR contract will prevail.

**1. Service Description:** ON24 is a webcasting service, which provides live and archived audio and video streaming. PowerPoint slides and other special features may be added to the webcast.

**Live Audio & Video Streaming** – Designed to communicate directly to thousands of people live via audio streaming and/or video streaming. Reservations are made in blocks of 500 participants for 60 minutes. Additional space may be reserved in blocks of 250 participants. Additional time may be reserved in blocks of 15 minutes.

**Online Presentation** – Online presentation of a PowerPoint file.

**Replay** – Online Presentation, audio and/or video streams include three months of archiving for later replay. Replay may be extended.

**On-Demand Streaming** – Provide immediate access to participants, allowing them to view videos at their leisure.

**Event Services** – Webcast experts help plan and design the event.

**Podcasts** – Provide an MP3 or MP4 to participants that they can download directly to their iPod or media player.

**Custom Branding** – Customize the color, fonts, layout, and overall branding of the event. Custom branding includes the web interface, registration page/lobby, and emails.

**Event Registration** – Collect information on participants prior to and during the event, or series of events.

**Flash Clips** – Stream pre-recorded audio, graphics, or screen grabs from within the live interface.

**Campaign Tracking** – Track where participants are registering for events through multiple URL's and marketing avenues.

**Event Security** – Restrict access to unwanted participants by utilizing a password, or block a URL, domain name on users email, or an IP address.

**Webcast Rush Fee** - applied when an ON24 Audio type service is requested less than 2 weeks in advance of the event. The fee is applied to ON24 Video type services when the request is made less than 3 weeks in advance of the event.

**2. Modifications and Releases:** New releases of ON24 may from time to time be prepared and installed to the Webcasting platform that add, enhance, or change the features and services of the Webcasting platform. Customers may use, if they choose, any new features and services added to the Webcasting platform. Customer will not be charged for comparable features, but additional charges may be applicable for new features and services. CenturyLink reserves the right to withdraw, suspend, or discontinue any functionality or feature of the Webcasting platform. CenturyLink may introduce new products that are not part of the current Webcasting platform. The foregoing provisions of this Section 2 are subject to the following: Any changes to the service offering associated with the DIR contract must be processed and approved through the amendment process (Appendix A Standard Terms and Conditions for Services Contracts, Section 3.B Modification of Contract Terms and/or Amendments) and Appendix C Pricing Index must be updated.

**3. Submissions:** CenturyLink and/or its suppliers alone will own all rights, title, and interest, including all related Intellectual Property, to any suggestions, ideas, feedback, improvements, recommendations, or other information created, conceived, or reduced to practice, by or on behalf of Customer, any viewer or any subscriber to a Webcast event relating to the Webcasting platform ("Submissions"). "Intellectual Property" means any unpatented inventions, patent applications, patents, extensions, supplementary protection certificates, design rights, copyrights, trademarks, service marks, trade names, trade dress, domain rights, mask work rights, know-how, technology, business processes, Web event concepts, Web event experiences, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and any forms of protection of a similar nature anywhere in the world.