

CenturyLink Cloud Agreement

PLEASE READ CAREFULLY - THIS IS A BINDING CONTRACT

This Agreement for CenturyLink Cloud Services ("Agreement") with CenturyLink Communications, LLC and its affiliates ("CenturyLink") contains the terms and conditions that govern your access to and use of the Services (as defined below). Services may be provided by a local affiliate if you elect to purchase Services from outside of the U.S. and all such affiliates are collectively referred to as "CenturyLink". The Effective Date is the date/time you click an "I accept" button or check box presented with these terms or, if earlier, when you use any of the Services. As used herein, "you", "your" or "Customer" shall refer to the entity identified on the Contact Information section of the Website. In consideration of the mutual promises contained in this Agreement, CenturyLink and Customer hereby agree as follows:

1. The Services.

1.1 The services covered by this Agreement are the CenturyLink Cloud services provided by CenturyLink to Customer from time to time (collectively, "Services") and included on www.ctl.io (the "Website") and the Client Management section of the Website (the "Control portal").

1.2 Control portal. Customer may access the Services via an API or the Control portal. CenturyLink may modify the Control portal or the APIs or may transition to new APIs at any time. Customer's use of the Control portal and/or APIs are governed by this Agreement.

2. Term.

The term of any individual Cloud Service will commence on the Billing Commencement Date and will remain in effect for so long as Customer continues to access and use the Service (i.e. month to month).

3. Rates; Billing; Payment.

3.1 Rates/Charges. CenturyLink Cloud is a pay-for-use service and Customer will pay all applicable rates and fees associated with both the individual Service and the quantity of Services ordered by Customer via an API or the Control portal. Rates and fees associated with the Services are posted on the Website. New Services or new Service features may be added at any time, however, fees for new Services or new Service features will not be effective until purchased by Customer. CenturyLink may materially increase fees for any existing individual Cloud Service or remove any material service offering by providing not less than 60 days' notice prior to the effective date of such increase and/or removal of material services by posting on the Website.

3.2 Billing Commencement Date. The Billing Commencement Date or BCD for individual usage-based Cloud Services is the date services are activated by CenturyLink and no acceptance period will apply.

3.3 Payment of Invoices and Disputes. Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears based on Services purchased/used and in accordance with posted rates. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Centre) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorised use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the

invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

3.4 Taxes and Fees. Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory surcharges), whether imposed on CenturyLink or a CenturyLink affiliate (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

3.5 Credit Approval and Deposits. Customer will provide CenturyLink with credit information as requested. CenturyLink may require Customer to make a deposit as a condition of CenturyLink's continuation of: (a) usage-based Services; or (b) non usage-based Service where Customer fails to timely pay CenturyLink hereunder or CenturyLink reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon CenturyLink's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

3.6 Regulatory and Legal Changes. Notwithstanding any minimum notice required for rate increases set forth in Section 3.1 Rates/Charges, above, if changes in applicable law, regulation, rule or order materially affect delivery of Service CenturyLink will pass any increased costs on to Customer.

3.7 Charges for Services may be subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <https://www.centurylink.com/taxes>.

3.8 Customer agrees not to chargeback any credit card payments for services rendered. A chargeback of payment for services rendered will result in an additional charge of US \$150 and will be subject to collection by an authorised collection agency. Customer is responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by CenturyLink in enforcing collection.

4. **Obligations.**

4.1 CenturyLink Compliance and Security. CenturyLink will comply with all laws and regulations applicable to CenturyLink's provision of the Service, and Customer will comply with all laws and regulations applicable to Customer's use of the Service. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer data from loss, misuse and unauthorised access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security programme is subject to reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer Data stored, transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption. In addition to CenturyLink's obligations in the Agreement, CenturyLink, as of the date of this Agreement, has completed an AICPA sanctioned Type II audit report (i.e., SSAE18/ISAE3402 SOC 1 or AT-101 SOC 2) in certain data centres and intends to continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will

be entitled to receive a copy of the then-available report, which is CenturyLink Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by CenturyLink.

4.2 Customer Acknowledgement: CenturyLink and its affiliates or subcontractors may use and transfer to the United States, or other countries, Service information or operational data (including business contact information) for the limited purposes of: (i) providing and managing the Services; (ii) fulfilling its obligations under this Agreement; and (iii) complying with applicable law.

4.3 Customer Security Obligations. Customer is solely responsible for properly configuring and using the Cloud Service and taking its own steps to maintain appropriate security (including maintaining reasonable information security practices) for the protection and backup of Customer Data, which may include the use of encryption technology to protect Customer Data from unauthorised access. CenturyLink may assist with initial configuration and monitoring subject to the purchase of certain Managed Services. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in this Agreement, Customer acknowledges that it and not CenturyLink is responsible for whether the Services and Customer environment are configured in a secure manner and no security requirements or obligations of CenturyLink related to any other CenturyLink Service, including FedRAMP, NIST, FISMA, or other security platforms shall apply. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Service is used or accessed by Customer or its authorised users including the transfer and processing of personal data.

4.4 Acceptable Use. Customer must comply with [the CenturyLink Acceptable Use Policy \("AUP"\)](http://www.centurylink.com/legal) (<http://www.centurylink.com/legal>), for Services purchased under this Agreement and acknowledge [the CenturyLink Privacy Policy](http://www.centurylink.com/aboutus/legal/privacy-policy.html) (<http://www.centurylink.com/aboutus/legal/privacy-policy.html>). CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. CenturyLink reserves the right to monitor (and suspend if applicable) processes on the virtual infrastructure to ensure Customer compliance with this Agreement, including the AUP. Such monitoring does not include the monitoring or viewing of any Customer Data. If CenturyLink suspends Services for violation of this section, including the AUP, Customer remains liable for all fees, charges and any other obligations incurred and accruing. No SLAs are payable for any period of suspension.

4.5 Authorisation. Customer agrees that: (a) it will provide accurate and complete information as requested by CenturyLink in connection with its registration for the Services; and (b) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorised to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account. Customer may only use the Cloud Services to store, retrieve, query, serve, and execute Customer Data that is owned, licensed or lawfully obtained by Customer.

5. Termination; Default.

5.1 Termination; Effect of Termination. Customer may terminate any individual Cloud Service at any time for any reason or no reason without liability for early termination charges. Customer must follow CenturyLink's termination or non-renewal procedures made available in the Control portal in conjunction with any other applicable Service Notices provision in this Agreement. Failure to provide disconnect, termination and non-renewal notices in accordance with this Section may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

Notwithstanding any notice of termination or discontinuance of use of the Cloud Services by Customer, CenturyLink will not deem any notice of termination effective and all applicable monthly recurring or usage-based fees will continue to apply until Customer removes and/or deletes any and all Cloud content and Customer Data. However, if Customer Data remains not deleted or removed greater than 30 days after Customer's notice that it intends to terminate the Service or if Customer has dialled down usage to \$0.00 and zero usage continues for greater

than 30 days, CenturyLink reserves the right to delete any and all Cloud content, including Customer Data, without further obligation or liability to Customer.

5.2 Default. CenturyLink may suspend and/or terminate the affected Service upon five (5) days' notice in the event of any uncured payment default, including a failure to maintain up to date credit card information that results in rejected charges. If either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate applicable Services or this Agreement; and/or (ii) subject to all applicable damages limitations and the SLAs, pursue any remedies it may have at law or in equity.

6. **Confidentiality.** Neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary, in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.
7. **Scheduled 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. Scheduled or emergency maintenance terms are identified in the applicable SLA, SG, portal or Website.
8. **Liabilities; Disclaimer.**

8.1 Damages Limitations. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

8.2 Direct Damages. Except for the payment obligations of Customer, the total aggregate liability of each party arising from or related to this Agreement shall not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to CenturyLink for the affected Services in the twelve months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

8.3 Representations. Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Services is accurate and complete; (ii) if Customer is registering for the Services as an individual, that Customer is at least 18 years of age and has the legal capacity to enter into this Agreement; and (iii) if Customer is registering for the Services as an entity or organization, (a) Customer is duly authorised to do business in the country or countries where Customer operates and is an authorised representative of Customer's entity, and (b) Customer's employees, officers, representatives and other agents accessing the Services are duly authorised to access the Services and to legally bind Customer to this Agreement and all transactions conducted under Customer's account.

8.4 Disclaimer of Warranties. THE SERVICES AND ANY RELATED HARDWARE, SOFTWARE AND OTHER MATERIALS PROVIDED BY CENTURYLINK IN CONNECTION WITH THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF

SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. CUSTOMER ACKNOWLEDGES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OFFERINGS IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE TO CUSTOMER'S PROPERTY OR LOSS OF DATA. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES.

9. Notices.

9.1 Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service, and such email may include instructions for use of a private website for posting of such notices, for any reason relating to the Service, including for purposes of providing Customer any notices required under this Agreement. Customer agrees to provide CenturyLink with any change to its email address.

9.2 Service Notice. Customer shall provide routine operational notices, requests for credits and/or billing inquiries to its CenturyLink sales representative.

9.3 Legal Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by Royal Mail or First-Class International Post. All legal notices will be addressed to CenturyLink Communications UK limited at: 7th Floor, 10, Fleet Place, London EC4M 7RB; Attn. General Counsel; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records.

10. Intellectual Property.

10.1 Intellectual Property. 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. Nothing in this Agreement or the performance thereof conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

10.2 CenturyLink Hardware/ Software. Any hardware and/or software (including related documentation) that may be provided by CenturyLink or its third-party licensors may be used solely as part of the Services. Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink hardware or software; (b) will keep the hardware and software free and clear from all liens, claims and encumbrances; (c) shall use all hardware and software solely in accordance with the Agreement; and (d) comply with any applicable third party licensing terms or conditions and use of the Service, including the hardware and software shall be deemed Customer's acceptance of such terms. Unless Managed Operating System or Managed Application services are purchased, Customer is responsible for selecting, installing and maintaining any software used in connection with the Service including any related applications, systems, or software. Customer will not nor will Customer allow any third party to (i) copy, modify, adapt, translate or otherwise create derivative works of the Services; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Services; (iii) utilize black listed software; (iv) knowingly use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Services;

10.3 CenturyLink will not disclose, modify, or access Customer Data, except (a) with Customer's authorisation to do so in connection with Customer's use of the Services, including

requests for support; or (b) as necessary to provide the Services to Customer or to prevent or address service or technical problems, or to comply with this Service Exhibit; or (c) at the request of a governmental or regulatory body, subpoenas or court order.

10.4 Third Party Software. If Customer elects to use Customer provided and/or licensed software in connection with the Cloud Services or make such software available to other users of Cloud Services, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software.

11. Service Levels; Credits.

11.1 CenturyLink's SLA constitutes Customer's sole and exclusive remedy for non-performance, failure or deficiency of the Services for any reason, except that CenturyLink shall have no obligation to compensate Customer under any SLA while Customer is in default, including not being current in its payment obligations under this Agreement.

11.2 Service credits, if any, as provided in the SLA or any other credits Customer may be eligible to receive for Services purchased pursuant to a valid promotion will be issued to Customer's account and shall not be issued as cash back to the Customer nor shall the service credits be transferable to other account holders. Credits shall expire if Customer's account is terminated.

12. **Feedback.** In the event Customer elects, in connection with any of the Services, to communicate to CenturyLink suggestions for improvements to the Service ("Feedback"), CenturyLink shall own all right, title and interest in and to the same, even if Customer has designated the Feedback as confidential, and CenturyLink shall be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns all right, title, and interest in and to the Feedback to CenturyLink and agrees to provide CenturyLink such assistance as it may require to document, perfect and maintain CenturyLink's rights to the Feedback.
13. **HIPAA.** To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.
14. **SLA Attachment and Supplemental Terms.** Customer's use of Services hereunder is subject to acceptance by Customer of [the additional terms](https://uk.ctl.io/legal/6w1r/supplementalterms) (<https://uk.ctl.io/legal/6w1r/supplementalterms>) applicable to certain services and software, [the Service Guide](https://uk.ctl.io/legal/centurylink-cloud/serviceguide/) (<https://uk.ctl.io/legal/centurylink-cloud/serviceguide/>), and [the SLA Attachment](https://uk.ctl.io/legal/cov/sla) (<https://uk.ctl.io/legal/cov/sla>) applicable to the Service.
15. **Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").
16. **Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganisation of that party. This Agreement will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.
17. **Affiliates.** CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer

will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

18. **Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State of New York, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

19. **Definitions.**

"API" means a CenturyLink provided Application Programming Interface.

"Billing Commencement Date" or "BCD" means the date on which CenturyLink begins billing for a Service, as further defined in the Billing Commencement Date Section above. The BCD shall apply in lieu of any other Customer Commit Date, Service Commencement Date, Connection Notice, or similar language in the Agreement.

"Customer Data" means any data, content or information of Customer or its end users that is stored, transmitted, or otherwise processed using the CenturyLink Services. CenturyLink's obligations with respect to such Customer Data shall be exclusively governed by the Compliance and Security section and are further subject to all Limitation of Liability provisions of this Agreement.

"End User" means Customer's members, end users or any other third parties who use or access the Services or access CenturyLink's network or data centres via the Services.

"Managed Services" means certain usage based managed operating systems and/or managed applications, including web, middleware, database applications, that a Customer may elect to purchase via the Control portal.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Service Guide" or "SG" means the product-specific Service guide that includes technical specifications which CenturyLink may modify from time to time, effective upon posting. "SLA" means the service level agreement applicable to the Service which provides Customer's sole and exclusive remedies for any non-performance, Service deficiencies, outages, interruptions or failures of any kind. SLAs may be updated from time to time and are effective upon posting to the Website.

CenturyLink Cloud Supplemental Terms

The following Supplemental Terms apply only to the specific Cloud Services to which the Supplemental Terms relate. In the event of a conflict between the terms of these Supplemental Terms and the terms of the CenturyLink Customer agreement or other agreement governing use of the Cloud Services (the "Agreement"), the terms and conditions of these Supplemental Terms apply, but only to the extent of such conflict. Capitalised terms used herein but not defined herein shall have the meanings set forth in the Agreement.

1. Universal Supplemental Cloud Terms (Applicable to all Cloud Services)

1. If CenturyLink reasonably believes any Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement (including the documentation, the Cloud Terms, or the Acceptable Use

Policy) ("Prohibited Content"), CenturyLink will notify Customer of the Prohibited Content and may request that such content be removed from the Cloud Services or access to it be disabled. If the Prohibited Content is not removed or disabled within three working days of our notice, CenturyLink may remove or disable access to the Prohibited Content or suspend the Cloud Services to the extent it cannot be removed or disabled.

2. From time to time, CenturyLink may offer free or discounted pricing programs covering certain usage of the Services (each, a "Special Program"). CenturyLink may stop accepting new sign-ups or discontinue a Special Programme at any time. Standard charges will apply after a Special Programme ends or if Customer exceeds the limitations by the Special Programme. Customer is responsible for complying with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) for the Special Programme as described in the offer terms for the Special Programme or on the pricing page for the eligible Cloud Service(s). Access to or use of the Cloud Services in a way intended to avoid any additional terms, restrictions, or limitations (e.g., establishing multiple CenturyLink accounts in order to receive additional benefits under a Special Program) is prohibited and Customer's account may be immediately terminated without notice. CenturyLink is not responsible for data stored or instances provided as part of a Special Program.
3. CenturyLink or its suppliers may collect and process, and share with each other, "Relationship Data" and "Usage Data" solely for the following purposes: (i) Relationship Data -- to operate the Services, manage Customer accounts, send notifications, invoice purchased services, provide support, and comply with applicable law and (ii) Usage Data - to provide the Service (including tracking and managing its infrastructure, network, storage, and software for billing, capacity planning, troubleshooting, and other forecasting and improvement purposes). CenturyLink may share Relationship Data and Usage Data with its affiliates and third-party service providers for these purposes only, to comply with contractual obligations or as otherwise required by applicable law. For purposes hereof, "Relationship Data" means personal information that CenturyLink or its suppliers collect from Customer during the registration, activation and maintenance of a Service account and "Usage Data" means information regarding Customer's or its end users' consumption of the Service, such as information on the amount of computing and storage resources purchased or consumed, user counts, and third party licenses consumed. Customer, on behalf of itself and any applicable third parties, hereby consents to CenturyLink accessing, storing and otherwise processing and transferring Customer data, Relationship Data and Usage Data in or to the United States or to any other jurisdiction where CenturyLink has a data centre, support, or processing systems. It is Customer's responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to data processing and transfers across jurisdictions.
4. Managed Application Services. Any supplementary managed services, including Managed Backup, and any other managed application services, including Managed MySQL or Managed Microsoft SQL are subject to usage guidelines found in the Service Guide and the applicable Service Level Agreement.
5. Customer agrees to comply with the Foreign Corrupt Practices Act ("FCPA"), and all applicable anti-bribery and anti-corruption laws of other nations, including but not limited to the UK Bribery Act (collectively, "Anti-Corruption Laws"). Customer, its employees, contractors and affiliates and end users or customers will not (i) make or arrange any contact with or (ii) make or cause to be made, any payment or offer of anything of value to any foreign (non-U.S.) government official or political party, or candidate without prior written approval. If anyone, including a foreign official or an agent thereof, requests or solicits Customer to provide a payment or anything of value to influence an act or decision of the official or his/her government, or to secure an improper advantage, in order that Customer or CenturyLink obtain or retain business for itself or another, Customer will refuse to make such payment or provide such thing of value and will immediately report the incident to CenturyLink. Customer further

represents, warrants and certifies that it, including its personnel, subcontractors and affiliates currently complies with, and shall continue to, comply with all applicable Anti-Corruption Laws and CenturyLink policies in all countries in which it provides services and will not take any actions that would result in a violation of Anti-Corruption Laws by CenturyLink or an affiliate. Customer shall make its books and records available to CenturyLink for inspection upon CenturyLink's request, so that CenturyLink can evaluate whether Customer has devised and maintained a system of internal controls sufficient to provide reasonable assurances that (a) it has complied with the terms of this provision; and (b) its accounts accurately and fairly reflect, in reasonable detail, its transactions and payments in furtherance of its performance under this Agreement.

6. CenturyLink's SLA only applies to the respective vendors' supported configurations at the time SLA support requests are triggered. If any configuration or version is identified as "unsupported" by a vendor, the Services are subject to all of the following conditions and/or requirements: (i) a service level objective ("SLO") in lieu of any other applicable SLA will apply. This SLO shall refer to reasonable effort support by CenturyLink, and no credits shall apply; (ii) CenturyLink, in its reasonable discretion may elect to charge the customer for any support or additional tasks/work incurred resulting from Customers continued use of unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink shall have no liability therefrom. When an operating system and/or any 3rd party software used in connection with the Service is no longer supported by the applicable vendor, then 1) CenturyLink's SLA will no longer apply, and 2) Customer may be required to purchase vendor supported upgrades at an additional cost to allow CenturyLink to continue to provide the Services. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) of the customer for the sole purpose of: (i) fulfilling its obligations under the Agreement; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for the purposes identified herein.
7. If the Customer contracting with CenturyLink is a German company or a German branch of a multi-national company, Customer acknowledges and agrees that, as the data controller, it is solely responsible for the lawfulness of the data processing and compliance with mandatory provisions of the German Data Protection Act. As the data controller, Customer is required to execute a Data Protection Agreement (a "DPA"). Please download and print the [DPA](https://www.ctl.io/lp/resources/CenturyLink_Cloud_German_DPA_v7_July_2016.pdf) (https://www.ctl.io/lp/resources/CenturyLink_Cloud_German_DPA_v7_July_2016.pdf) and [return an executed copy by email](mailto:de-dpa@centurylink.com) (de-dpa@centurylink.com) to CenturyLink. Please include an email or address where CenturyLink can return a countersigned copy.

2. CenturyLink Provided Third Party Software

Customer 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 licence, 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.

In conjunction with the Cloud Services, you may be allowed to use certain software developed and owned by third parties ("Third Party Software"). The Customer's election to use the Third-Party Software constitutes acceptance of the additional terms and conditions either identified below or located at the applicable URL.



Cloudera

Apache: https://www.cloudera.com/content/cloudera/en/documentation/core/latest/topics/cdh_ig_apache_and_third_party_licenses.html

and for third party

licenses: <http://www.cloudera.com/content/cloudera/en/documentation/Licenses/Third-Party-Licenses/Third-Party-Licenses.html>

Red Hat

Red Hat RHEL <http://www.redhat.com/en/about/red-hat-end-user-licence-agreements>

McAfee

<http://www.mcafee.com/us/resources/legal/end-user-licence-agreements-ed-ca.pdf>

Geotrust (Linux & Windows)

<http://www.verisign.com/repository/subscriber/index.html>

Apache Httpd Open SSL, Web and Tomcat

<http://www.apache.org/licences/>

<https://www.openssl.org/source/licence.html>

Wordpress

<https://wordpress.org/about/gpl/>

Microsoft

In conjunction with the Cloud Services, you may elect to use certain software developed and owned by Microsoft or its licensors (collectively, "Microsoft Software"). If you choose to use the Microsoft Software, Microsoft and its licensors require that Customer agrees to these additional terms and conditions.

1. Customer shall not remove, modify or obscure any copyright, trademark or other proprietary rights or notices that are contained in or on the Microsoft Software; or transfer or use the Microsoft Software outside of the Cloud Services.
2. Microsoft disclaims, to the extent permitted by law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Cloud Services.
3. Microsoft or its suppliers is not responsible for providing any technical support related to the Microsoft Software or the Cloud Services.
4. The Microsoft Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Customer or any of its users do not have the right to use the Microsoft Software in any application or situation where the Microsoft Software's failure or interruption could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High-Risk Use include but are not limited to aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools or other non-control applications, the failure of which would not result in death, personal injury or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function. Customer shall indemnify and hold CenturyLink harmless from any third-party claim arising out of use of the services in violation of this Section 3(d).
5. Customer consents to the disclosure of certain Customer information, including by way of example name, address, product use by type.

6. CenturyLink reserves the right to disconnect access to Microsoft Software if it becomes aware of or believes in good faith of any violation of these terms. In addition, Customer agrees to cooperate in good faith with CenturyLink to investigate and remedy the non-compliance.

Any add on services, including Managed Backup, and any other managed application services, including Managed MySQL or Managed Microsoft SQL are subject to the Service Guide.

3. Intrusion Prevention Services

CenturyLink's Intrusion Prevention Services ("IPS") leverages software owned and developed by Trend Micro and its licensors. Customers use of IPS constitutes Customer's acceptance to the following additional terms and conditions.

1. Trend Micro may (i) use uploaded or collected data from installed Trend Micro software to improve products and services; (ii) share data that has been identified as malicious or unwanted content with affiliates and security partners; and (iii) use and disclose uploaded or collected data for analysis or reporting purposes only if any such use, sharing, or disclosure does not identify CenturyLink or Customer or include any information that can be used to identify any individual person.
2. **U.S. GOVERNMENT USE.** Software and any accompanying documentation are "**Commercial Items**" developed exclusively at private expense, consisting of "**Commercial Computer Software Product**" and "**Commercial Computer Software Product Documentation**" (as such terms are defined in the applicable US federal government procurement regulations) and may only be transferred to the U.S. Government with the prior written consent of an officer of Trend Micro and solely with "**Restricted Rights.**"
3. IPS may operate by forwarding certain data, including but not limited to URLs, IP addresses, contact information, email accounts, websites, files and network packets back to CenturyLink and/or Trend Micro owned or controlled servers for scanning ("Scanning Data"). Scanning Data does not include any type of medical, financial or personally identifiable information as defined under applicable law. These servers employ Trend Micro proprietary technology to identify and screen malicious or potentially unwanted contract based on user proscribed parameters. By utilizing this Service, Customer authorizes CenturyLink and Trend Micro to access the Scanning Data for the sole purpose of identifying and screening malicious or potentially unwanted content. This Service may entail the transfer of Scanning Data to servers outside of the jurisdiction where Customer is located. No scanning data is forward or transferred to or through China or any prohibited nation as defined by the US Department of Commerce.
4. No SLA or SLO shall apply to the IPS services. CenturyLink and its suppliers will use reasonable efforts to properly identify applications and files for detection, given the nature and volume of malicious and unwanted electronic content, CenturyLink and its suppliers cannot guarantee that the IPS service will properly detect or clean all applications and files that are malicious or that Customer does not use or want. In addition, CenturyLink and its suppliers cannot guarantee that use of the IPS Services will not cause certain files, applications, emails or other web content to be screened or blocked and that any rejected filed may be recoverable. CenturyLink and is suppliers exclude any and all liability and/or damages arising from or related to this section.
5. Customer is solely responsible for complying with all applicable laws, including all applicable export laws and regulations related to the IPS service.
6. By electing to use the IPS service, Customer expressly consents to the use of any uploaded, collected or Scanned Data and the processing or transfer of any such data by Trend Micro in or to the United States. It is Customer's responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to data processing and transfers across jurisdictions.

4. Cloud Application Manager

The terms in this Section 4 apply only to Cloud Application Manager Services then available and purchased prior to April 25, 2017. Cloud Application Manager purchased on or after April 25, 2017 are governed by separate terms and conditions.

Any services and features that have been added to the Cloud Application Manager Service since April 25, 2017 which are not addressed in the CenturyLink Cloud Schedule or the CenturyLink Cloud Supplemental Terms are governed by CenturyLink's standard terms and conditions for such Cloud Application Manager services, including the Cloud Application Manager Supplemental Terms. Your election to purchase such services constitutes your acceptance of such terms.

Customer acknowledges and agrees that certain Cloud Service Provider "CSP" services are not available in all geographical locations or markets or customer segments. CenturyLink reserves the right to restrict access to certain CSPs at its discretion and/or as directed by the applicable CSP.

For Cloud Application Manager Services purchased prior to April 25, 2017 Microsoft and AWS CSP services are available only to non-government Customers with a legal and billing address in the United States. CSP services available in other geographic locations are subject to separate terms.

1. **Description.** Cloud Application Manager enables the customer to automate deployment of applications, enable cost control and user governance, auto scale applications and manage applications and infrastructure across public clouds (e.g. AWS, Azure, CenturyLink Cloud) and private clouds (via OpenStack and VSphere). Cloud Application Manager is available as software as a service ("SaaS") or a downloadable virtual appliance. For virtual appliance Customers, CenturyLink will deliver to Customer access to a downloadable instance of Cloud Application Manager. The Cloud Application Manager is licensed to Customer (and any employee authorised by Customer) under the terms and conditions set forth below.
2. **License Grant.** CenturyLink hereby grants to Customer a nonexclusive, non-transferable, worldwide, subscription-based license to install, test, and use, the Cloud Application Manager, including embedded software components and use of all documentation associated therewith, but only for Customer's internal business operations. The license granted to Customer in this Section 4 applies to both SaaS and virtual appliance versions of Cloud Application Manager. Notwithstanding anything to the contrary in the Agreement, CenturyLink reserves the right to make any updates, error corrections, bug fixes, and other modifications to the Cloud Application Manager. The licenses granted herein are conditioned upon payment of the subscription fees and are subject to the terms set forth herein and in the Agreement between Customer and CenturyLink.
3. **Termination.** Customer is responsible for providing notice of termination for any Cloud Application Manager Services to Cloud Application Manager Support to ensure any applicable recurring billing charges are terminated. Customers utilizing Cloud Application Manager via an on-premise virtual network appliance must immediately cease use of and delete all instances of the software as of the effective date of termination. CenturyLink's enforcement of this provision shall survive the termination of the Cloud Application Manager Services and/or Agreement.
4. **Cloud Service Provider.** In addition to the terms identified in the [Cloud Application Manager Supplemental Terms](https://ukctl.io/legal/cloud-application-manager-supplemental-terms/) (<https://ukctl.io/legal/cloud-application-manager-supplemental-terms/>), the following provisions shall apply if Customer elects to purchase CSP services from CenturyLink. Customer authorises CenturyLink to collect and share certain Customer information with partner CSPs for the purposes of assistance in setting up accounts, complying with CSP license terms and/or in connection with monitoring for and responding to misuse or suspected misuse of the Services by Customer. The information required to be collected and shared by CenturyLink may vary by CSP. CenturyLink, on behalf of itself or an applicable CSP, reserves the right to immediately suspend or terminate the Services (and availability of any CSP offering) upon notice in the event CenturyLink (or

the CSP) reasonably determines, becomes aware of or suspects misuse of the Services (or CSP offering) by Customer, if any use or action or suspected use or action exposes or threatens to expose CenturyLink (or the CSP) to liability, obligation, security risk, violation of law or breach of its underlying agreement with the applicable CSP. CenturyLink shall have no liability for any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP. Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary, CenturyLink shall not be obligated to provide any indemnity to Customer for any services provided by a CSP or any interruption, failures or termination of services provided by a CSP.

5. 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, authorised users placing orders for Service on its behalf have full legal capacity to do so and are duly authorised to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.
6. Authorised Users. Customer agrees to safeguard the Cloud Application Manager so as to ensure that no unauthorised person will have access to it or allow access beyond the authorised number of subscribers, and that no persons authorised to have access will make any unauthorised use. Customer will promptly report to CenturyLink any unauthorised use of the Cloud Application Manager of which Customer becomes aware and will take such further steps as may reasonably be requested by CenturyLink to prevent unauthorised use thereof.
7. Indemnity. Customer will indemnify, defend and hold harmless CenturyLink, its Affiliates and licensors from and against any losses arising out of or relating to any third party claim concerning (i) Customers' or its users use of the Service and/or any CSP offering in a manner not authorised by this Agreement and/or any unauthorised use or access of the Service; (ii) alleged infringement or misappropriation of any third party rights by Customer or any users who access the Service through Customer.
8. Ownership. Customer receives no rights to the Cloud Application Manager and any software or documentation other than those specifically granted within this Section 4 of the Supplemental Terms. CenturyLink and its licensors own all right title and interest in and to the software and the documentation including without limitation all copyright and other intellectual property rights therein. Nothing in these terms transfers to Customer any title to or any proprietary or intellectual property right in or to the Cloud Application Manager and any software, documentation, updates, modifications, or derivative works therefrom and Cloud Application Manager shall be deemed to be confidential information. Customer acknowledges that the Cloud Application Manager may contain software licensed from third parties. All rights in and to any such third-party software, data and servers are reserved by and remain with the applicable third parties. Customer agrees that such third parties may enforce their rights against Customer directly in their own names.
9. Restrictions. To the maximum extent permitted by law, Customer will not (a) modify, reverse engineer, decompile, disassemble, attempt to derive the source code, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law); (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer access to Cloud Application Manager to any third party; (c) make any copy of or otherwise reproduce any instance of Cloud Application Manager (or any of the browser screens comprising user interface) except for those copies necessarily made by the personal computer and Internet browser that are running Cloud Application Manager; (d) use the Cloud Application Manager in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Section 4 or the Agreement.

10. **Customer Obligations.** Customer will be solely responsible for, by way of example, the following: (a) providing, maintaining, and updating all hardware, software, and communications capabilities as required for use of Cloud Application Manager, including, without limitation, personal computers; (b) providing and maintaining, at all times during the term of the Agreement, the Internet access necessary for Customer's use of the Cloud Application Manager and it shall be deemed confidential information. Customer's failure to meet the responsibilities in this section may forfeit the SLA or result in CenturyLink's inability to provide the service to Customer. Customer is solely responsible for properly configuring and using the Cloud Application Manager and taking its own steps to maintain appropriate security, protection and backup of applicable content, which may include the use of encryption technology to protect content from unauthorised access and routine archiving of content. Given that Customer can self-provision and self-configure the Services and the Customer 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 Cloud Application Manager and Customer environment are configured in a secure manner. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Application Manager is used or accessed by Customer or its authorised users.
11. **Audit Right.** Customer will retain records and supporting documentation sufficient to document its compliance with this Agreement, including usage of the Service and the fees payable for the Cloud Application Manager during the term of the applicable Agreement and for at least three years following the end of such term. With no less than 10 days prior written notice, Customer will provide to CenturyLink's employees or agents ("Auditors") access during normal business hours to Customer's records and documentation necessary and/or appropriate for the purpose of determining compliance with this Agreement, including whether calculations of the fees payable under this Agreement are accurate and in accordance with the Agreement (an "Audit"). Customer will use commercially reasonable efforts to assist such Auditors in connection with such Audits. CenturyLink will provide a copy of their final report to Customer. If any audit reveals non-compliance by Customer and/or unpaid fees, Customer shall promptly remediate the non-compliance and pay such unpaid fees. CenturyLink may exercise its rights under this section any time it, its vendors or any CSP has a good faith reason to believe that Customer or its representatives are in violation of its obligations under the Agreement or using Services in any manner that may adversely impact CenturyLink or its applicable vendors. In addition, CenturyLink may further exercise its rights under this section for any other reason at any other time not to exceed once every 12-month period. Customer is responsible of reimbursing CenturyLink for all reasonable and appropriate out-of-pocket costs incurred in connection with the applicable audit. This section is not deemed a waiver of CenturyLink's right with respect to any remedies or rights under any applicable termination section.
12. **Export Control.** Customer will obey and comply with any and all applicable United States laws, rules, and regulations governing the export of Cloud Application Manager.

5. Marketplace Provider Programme

1. These Marketplace Provider Program supplemental terms and conditions shall apply to Customers voluntarily participating in the Marketplace Provider Program (fka "Cloud Marketplace Provider Program"). Customers that elect to participate in the Marketplace Provider Program may alternately be referred to as "Providers" for the purpose of delineating these supplemental program terms in this section 4. As part of the Marketplace Provider Program, a Provider may integrate its technology product or service ("Provider Product") with the CenturyLink Cloud platform, leveraging the application process and support resources provided by the Marketplace Provider Program. The CenturyLink Cloud Marketplace Provider Program Guide ("Program Guide") is incorporated herein by reference and made a part hereof may be found in

the [CenturyLink Marketplace Provider Program Guide](https://uk.ctl.io/knowledge-base/marketplace/providers/centurylink-marketplace-provider-program-guide/) (<https://uk.ctl.io/knowledge-base/marketplace/providers/centurylink-marketplace-provider-program-guide/>).

2. Either party may suspend Marketplace Provider Program activity for any reason or no reason upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, CenturyLink may suspend and/or terminate the Marketplace Provider Program immediately and without notice in the event Provider violates the Confidentiality, Acceptable Use or Intellectual Property terms and conditions per the Agreement or CenturyLink's corporate Open Source policy in CenturyLink's sole and reasonable discretion.
3. Upon any termination or expiration of the Marketplace Provider Program, any Provider data, content or other materials on the CenturyLink Cloud Service will be deleted and Provider shall: (i) immediately cease all use of the CenturyLink Marketplace Provider Program integration benefits listed in section 4(d) below; and (ii) promptly return to CenturyLink (or, if CenturyLink so requests, destroy in accordance with CenturyLink instructions) all copies of any firmware or software provided by CenturyLink in connection with the Marketplace Provider Program, all Confidential Information and any other CenturyLink materials related to the Marketplace Provider Program in Provider's possession.
4. Subject to the terms of this Marketplace Provider Program, Provider is eligible to receive the following benefits from the CenturyLink Cloud platform team to support integration testing and evangelism; (i) a usage credit starting at two thousand dollars (\$2,000) per month to support any workloads related to integration testing and evangelism activities; (2) access to integration specialists who can help optimize integration strategy; and (3) support from the CenturyLink Platform Enablement team to evangelize their certified integration to the market. In order to receive these benefits, Providers must have an Agreement in place with CenturyLink. All benefits and processes of the Marketplace Provider Program will be kept up to date in the Program Guide linked above.
5. IN ADDITION TO THE WARRANTY DISCLAIMERS SET FORTH IN THE AGREEMENT, THE ENTIRE RISK AS TO THE COMPLETENESS, ACCURACY, RESULTS, OPERATION, SECURITY AND PERFORMANCE OF THE CENTURYLINK CLOUD SERVICES, DEVELOPMENT TOOLS AND RELATED MATERIALS IS ASSUMED BY PROVIDER. FURTHER: (1) Provider warrants that the Marketplace Provider Products will not contain an Unmitigated vulnerability. If an Unmitigated Vulnerability has been published, but Provider software patches, hot-fixes, or system updates have not been publicly released, the Provider will provide risk mitigation procedures in the form of compensating controls until such a time that the Provider provides an industry-approved resolution at the Provider's expense. "Unmitigated Vulnerability" means any technology or configuration that, from a security perspective induces unacceptable operational risks and, is (i) inconsistent with industry-accepted practices, (ii) susceptible to being hacked, broken into or compromised, or (iii) referenced by the Carnegie Mellon CERT® Coordination Centre at www.cert.org, and (2) Nothing in the performance of the Marketplace Provider Program shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by CenturyLink or its licensors and CenturyLink shall retain at all times all right, title and interest in and to the CenturyLink Cloud Services and any other materials or information it discloses or otherwise makes available in connection with this Marketplace Provider Program. CenturyLink 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 CenturyLink Cloud Service. Except as expressly set forth herein, nothing in the Marketplace Provider Program authorizes Provider to use, create or distribute any product or technology that is (a) derived from the CenturyLink Cloud Service or any related software or documentation, or (b) made available free of charge to recipients.

6. The CenturyLink Marketplace is a catalogue operated by CenturyLink that allows metered subscriptions to Provider Product entitlements to be offered to and purchased by other CenturyLink Cloud Customers. Any Provider Products offered through the CenturyLink Marketplace constitutes third party software not provided by CenturyLink and the Provider offering the Provider Products must specify separate terms, conditions, restrictions on use and privacy policies applicable to any Provider Products offered, including any applicable third-party software terms. CenturyLink is not a party to the Provider Product terms. CenturyLink has no control over and does not guarantee the quality, safety or legality of items advertised, the truth or accuracy of any listing or third-party software imbedded within such Provider Products, or the ability of sellers to offer the Provider Products and CenturyLink assumes no liability or responsible therefrom. CenturyLink is not a party to the Provider terms, while CenturyLink may help facilitate provisioning between CenturyLink Cloud Customers and Providers, any and all issues and/or disputes arising out of or related to the Provider Products is solely between Provider and the applicable Customer.
7. CenturyLink may stop providing the CenturyLink Marketplace (or any features of or listings methods within the CenturyLink Marketplace) at CenturyLink's sole discretion at any time and without prior notice. In addition, CenturyLink may disable or remove Provider Products already purchased by a CenturyLink Cloud Customer, if CenturyLink determines in its sole discretion that the Provider Products may violate any CenturyLink policies or any other regulations, policies or laws. Provider and Customer acknowledge and agree that CenturyLink shall have no liability for any action taken pursuant to this subsection g.
8. A CenturyLink Cloud Customer who elects to purchase any Provider Products authorizes CenturyLink, its affiliates, and its third-party payment processors and any third-party resellers to charge the payment method selected for CenturyLink Services for Provider Products purchased in the CenturyLink Marketplace. This may include one-time payments as well as metered payments. A "metered payment" is a payment that occurs at the specified intervals at value measured by the CenturyLink Cloud Services platform. Authorisations for these charges will remain until cancelled. Customers may cancel Provider Product subscriptions at any time by logging into the CenturyLink Cloud Services and stopping usage of the Provider Product in accordance with the corresponding article within [the CenturyLink Knowledge Base](https://ukctl.io/knowledge-base) (<https://ukctl.io/knowledge-base>).

6. Beta Programs

1. CenturyLink may from time-to-time offer or make available certain features or applications noted as a pre-release version (each, a "Beta Service"). All Beta Services active and accessible with the Cloud Services are collectively known as the "Beta Program". Customer's participation in any Beta Services and the Beta Program is voluntary. Beta Services may be made available at no cost or subject to applicable fees. Given the pre-release nature of beta services, not all Beta Services may be documented in the current version of the Service Guide.
2. The Service Level Agreement ("SLA") generally applicable to Cloud Services is not applicable to any Beta Services made available as part of a Beta Program.
3. This Section 4 shall not apply to any Beta Service(s) as of the date that CenturyLink elects to make the feature or application generally available in accordance with the Cloud Schedule.
4. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BETA SERVICE IS DESIGNATED AS A "PRE-RELEASE" OR "BETA" SERVICE, IS NOT A FULLY TESTED SERVICE OFFERING, AND HAS NOT BEEN COMPLETED ACCORDING TO CENTURYLINK'S NORMAL DEVELOPMENT PROCEDURES. THE BETA SERVICE MAY CONTAIN BUGS, MAY NOT OPERATE PROPERLY OR PERFORM ALL INTENDED FUNCTIONS, AND MAY CAUSE ERRORS, DATA LOSS OR OTHER PROBLEMS. CUSTOMER ACCEPTS THE BETA SERVICE ON AN "AS IS", "AS AVAILABLE" BASIS, WITH "ALL FAULTS". CENTURYLINK EXPRESSLY

DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE BETA SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONTAINED IN THE APPLICABLE AGREEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE BETA SERVICE(S) REMAINS SOLELY WITH THE CUSTOMER. NEITHER CENTURYLINK NOR ANY OF ITS SUPPLIERS WILL BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO USE OF THE BETA SERVICES, THE CLOUD SERVICES OR YOUR PARTICIPATION IN THE BETA PROGRAM (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS), WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT OR OTHERWISE, AND REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY FOR ANY FAILURE BY CENTURYLINK TO PROVIDE THE BETA SERVICES OR ANY DAMAGES OR LIABILITY ARISING THEREFROM IS TO DISCONTINUE OR DISCONNECT THE BETA SERVICES.

7. CenturyLink Cloud Mobile Control End User Licence Agreement

THIS END USER LICENCE AGREEMENT ("EULA") APPLIES TO THE CENTURYLINK CLOUD CONTROL MOBILE APPLICATION FOR DEVICES ("APPLICATION"). IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY. In particular, Section 2 ("Privacy and Data Security") of this EULA contains important provisions and disclosures regarding data security and privacy that may affect your data and/or Content (collectively the "Privacy Provisions").

By installing or using the Application, you ("You" or "Your") represent that: (i) You are employed by or affiliated with a customer ("Customer") of CenturyLink's CenturyLink Cloud service (the "Service") that is subject to a services agreement or terms of use (hereinafter collectively referred to as an "Agreement"), and (ii) You are authorised by such Customer to use the applicable Service (herein, an "Authorised User"). This is a legal agreement between CenturyLink Communications, LLC (or the applicable CenturyLink operating company providing the underlying Service) ("CenturyLink") and the Customer. You represent that you are authorised to agree to and will comply with the following terms on behalf of the Customer, and references to "You" and "Your" herein shall be deemed to refer to you as a duly authorised representative of the Customer. If You do not have such authority, are not an Authorised User, or do not agree to these terms (including without limitation the Privacy Provisions), You may not install or use the Application, or if you have already downloaded the Application, You must uninstall and delete all copies of the Application from any stored Device.

This EULA supplements and modifies certain terms of the Agreement, solely with respect to use of the Application. Your use of the Service through the Application is governed by the applicable Agreement, this EULA and Capitalised terms used but not defined in this EULA have the meanings given to them in the Agreement. In addition, use of the Application is subject to [CenturyLink Cloud's Privacy Policy](https://uk.ctl.io/legal/privacy-policy/) (<https://uk.ctl.io/legal/privacy-policy/>), which is incorporated herein by this reference. The term "Application" shall collectively refer to the following: (i) the mobile software application accompanying this EULA, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements; and (iii) any other rules or policies that CenturyLink may create and make available on its Website from time to time.

1. Scope of Licence. The Application is licensed, not sold, to you. All title and intellectual property rights in and to the Application and all modifications, updates, upgrades, enhancements and derivative works of the Application are owned exclusively by CenturyLink or its licensors. Your licence is for personal use only and is limited to a limited, non-exclusive, revocable, non-transferable licence to use the Application on any mobile phone, game device, digital media adapter, tablet PC, laptop PC, Desktop PC, smart TV or similar device you own or control (collectively, "Device" or "Devices"). You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates or upgrades, or

any part thereof. Any attempt to do so is a violation of the rights of CenturyLink and its licensors and CenturyLink reserves the right to immediately terminate Your access to the Application for violation of this Section. CenturyLink reserves all rights in and to the Application not expressly granted to you under this Agreement. This EULA does not allow you to use the Application on any Device that you do not own or control, and you may not distribute or make the Application available over a network where it could be used by multiple Devices at the same time. Any software licence agreement or user terms in effect between you and a third party platform or operating system provider governs the use of your Device running on that provider's operating system. Such provider may at any time and without notice restrict, suspend or terminate your use of the Application or delete the Application from the Device on which it is installed without any compensation or refund to Customer from the applicable provider or CenturyLink.

2. Consent to Use of Application data. You agree that CenturyLink may collect and use electronic or technical data and related information, including but not limited to technical information about your Device (including setting and instructions), system and application software, user and performance information, your locale, processing instructions and any peripherals (including model, screen size and connectivity), and/or operating system, that is gathered periodically to facilitate the provision of software updates, product support, and other services to You (if any) related to the Application. CenturyLink may use this information, as long as it is in a form that does not personally identify you, to improve its products, to provide future enhancements or additional services or technologies, or to provide customer support. CenturyLink may also (i) analyze the information, combine it with other data and create aggregated information for purposes consistent with this Section 2 (collectively "Aggregate Information") and (ii) publish or distribute such Aggregate Information. Further, CenturyLink or the Application may provide information to CenturyLink's contracted third-party service providers for purposes consistent with this Section 2. Any use of information under this provision will be in accordance with CenturyLink's Privacy Policy. User logins and passwords are for designated Authorised Users and may not be shared or used by anyone other than the designated Authorised User to whom the Authorised User login and password has been assigned. When you login to the Application to access your Customer account using your Authorised User login and password, CenturyLink will use your Authorised User login and password in the Application to connect with Customer's subscription to the Service. You shall be responsible for the confidentiality and use of your Authorised User login and password. You are not permitted to share your Authorised User login or password with any other person or persons. You are responsible for all activities conducted under your Authorised User login.

The Application may store Content and data supplied by the Service, including personally identifiable information, locally on your Device. You also agree to comply with all applicable Customer policies, practises and procedures for using and securing your Device, the Application and any related Content. In particular, you must create a security key (i.e., a pin, passcode, patterned screen lock, or the like) for your Device, which as a precaution you should change regularly. Anyone with access to your unlocked Device may be able to view, add or edit information within the Service, within an Application or stored locally on your Device. An Application may allow you to enable a "remember" password or login credential option. Your Application login and password will be stored on your Device on an approximately two (2) week rolling basis after which You will be required to re-enter Your login and password. If your Device is lost, stolen or your logon otherwise compromised, You must immediately change Your password. Use of the Application to access the Service requires Internet access and You understand and accept the risk of accessing and transmitting information, data or Content over the Internet. By using the Application, You and Customer accept full responsibility for any losses, unauthorised access and/or damages that may result from that action, including without limitation any breach notification obligations and agree not to hold CenturyLink liable for any losses or damages resulting from such use or your failure to comply with this Section 2.

The Application is not HIPAA-compliant, nor does it satisfy PCI Standards or other requirements for the protection of credit card data and government ID numbers. You may not use or customise the Application in any manner that would require CenturyLink, the Service, or the Application to process personal healthcare, credit card, or government ID number data or otherwise comply with, satisfy or meet any related compliance requirements or standards.

3. Termination. This EULA shall terminate immediately and automatically upon any termination of the Customer's Agreement. This Agreement is effective until terminated by you or CenturyLink. Your rights under this Agreement will terminate automatically without notice from CenturyLink if You fail to comply with any term(s) of this Agreement. Upon any such termination, You shall immediately cease all use of the Application and destroy all copies, full or partial, of the Application. Termination of this EULA shall not entitle the Customer or you to any refund, credit, or other compensation from CenturyLink.
4. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CENTURYLINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CENTURYLINK DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED WITHIN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED.
5. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL CENTURYLINK BE LIABLE FOR PERSONAL INJURY OR DAMAGE TO PERSONAL PROPERTY, OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall CenturyLink's total liability to you for all damages exceed the amount of fifty dollars (\$50.00). CenturyLink reserves the right to change, suspend, remove, or disable access to the Application at any time without notice. In no event will CenturyLink be liable for the removal of or disabling of access to the Application. CenturyLink may also impose limits on the use of or access to the Application, in any case and without notice or liability.
6. Indemnification. You will indemnify, defend and hold CenturyLink, its affiliates, subsidiaries, and parent, and each of their respective directors, officers, employees, and agents, and their successors and assigns harmless from and against all claims, damages, losses, and liabilities, including reasonable attorney's fees, arising from or related to the Application or the use thereof.
7. Service Level Agreement. Any service level commitment or warranty in effect between the Customer and CenturyLink, as set forth in the Agreement or otherwise, shall not apply to the Application. CenturyLink shall determine, in its sole discretion, the level of support it will provide for the Application, and any such support shall be subject to change without notice.
8. Export Compliance. You may not use or otherwise export or re-export the Application except as authorised by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not

be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using any of the Application, you represent and warrant that (i) you are not located in any a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also agree that you will not use the Application for any purposes prohibited by United States law.

9. Other Users. It is your responsibility to impose any restrictions on viewing by you, other employees of your company, and CenturyLink will have no liability to anyone due to or based on the content viewed via the Application.
10. Third Party Beneficiaries. CenturyLink's licensors or any third-party platform or operating system provider whose software is included in or as a component of the Application will be third party beneficiaries of this Agreement, as applicable.
11. Governing Law. The laws of the state of Missouri govern all matters arising out of this Agreement and your use of the Application, without regard to any conflicts of laws principles.
12. Severability, Waiver, and Survival. If any provision of this Agreement is declared to be illegal, unenforceable, or in conflict with any other provision of this Agreement, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions. Any waiver or failure to enforce any obligation or requirement by either party does not waive that party's right to later enforce that requirement in the future. The terms of this Agreement that are expressly stated to survive or that by their nature would logically be expected to survive termination or expiration of this Agreement shall so survive.

The following Supplemental Terms apply only to the specific Cloud Services to which the Supplemental Terms relate. In the event of a conflict between the terms of these Supplemental Terms and the terms of the CenturyLink Customer agreement or other agreement governing use of the Cloud Services (the "Agreement"), the terms and conditions of these Supplemental Terms apply, but only to the extent of such conflict. Capitalised terms used herein but not defined herein shall have the meanings set forth in the Agreement.

1. Universal Supplemental Cloud Terms (Applicable to all Cloud Services)

1. If CenturyLink reasonably believes any Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement (including the documentation, the Cloud Terms, or the Acceptable Use Policy) ("Prohibited Content"), CenturyLink will notify Customer of the Prohibited Content and may request that such content be removed from the Cloud Services or access to it be disabled. If the Prohibited Content is not removed or disabled within three working days of our notice, CenturyLink may remove or disable access to the Prohibited Content or suspend the Cloud Services to the extent it cannot be removed or disabled.
2. From time to time, CenturyLink may offer free or discounted pricing programs covering certain usage of the Services (each, a "Special Program"). CenturyLink may stop accepting new sign-ups or discontinue a Special Programme at any time. Standard charges will apply after a Special Programme ends or if Customer exceeds the limitations by the Special Programme. Customer is responsible for complying with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) for the Special Programme as described in the offer terms for the Special Programme or on the pricing page for the eligible Cloud Service(s). Access to or use of the Cloud Services in a way intended to avoid any additional terms, restrictions, or limitations (e.g., establishing multiple CenturyLink accounts in order to receive additional benefits under a Special Program) is prohibited and Customer's account may be immediately terminated without notice. CenturyLink is not responsible for data stored or instances provided as part of a Special Program.

3. CenturyLink or its suppliers may collect and process, and share with each other, "Relationship Data" and "Usage Data" solely for the following purposes: (i) Relationship Data -- to operate the Services, manage Customer accounts, send notifications, invoice purchased services, provide support, and comply with applicable law and (ii) Usage Data - to provide the Service (including tracking and managing its infrastructure, network, storage, and software for billing, capacity planning, troubleshooting, and other forecasting and improvement purposes). CenturyLink may share Relationship Data and Usage Data with its affiliates and third-party service providers for these purposes only, to comply with contractual obligations or as otherwise required by applicable law. For purposes hereof, "Relationship Data" means personal information that CenturyLink or its suppliers collect from Customer during the registration, activation and maintenance of a Service account and "Usage Data" means information regarding Customer's or its end users' consumption of the Service, such as information on the amount of computing and storage resources purchased or consumed, user counts, and third party licenses consumed. Customer, on behalf of itself and any applicable third parties, hereby consents to CenturyLink accessing, storing and otherwise processing and transferring Customer data, Relationship Data and Usage Data in or to the United States or to any other jurisdiction where CenturyLink has a data center, support, or processing systems. It is Customer's responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to data processing and transfers across jurisdictions.
4. Managed Application Services. Any supplementary managed services, including Managed Backup, and any other managed application services, including Managed MySQL or Managed Microsoft SQL are subject to usage guidelines found in the Service Guide and the applicable Service Level Agreement.
5. Customer agrees to comply with the Foreign Corrupt Practices Act ("FCPA"), and all applicable anti-bribery and anti-corruption laws of other nations, including but not limited to the UK Bribery Act (collectively, "Anti-Corruption Laws"). Customer, its employees, contractors and affiliates and end users or customers will not (i) make or arrange any contact with or (ii) make or cause to be made, any payment or offer of anything of value to any foreign (non-U.S.) government official or political party, or candidate without prior written approval. If anyone, including a foreign official or an agent thereof, requests or solicits Customer to provide a payment or anything of value to influence an act or decision of the official or his/her government, or to secure an improper advantage, in order that Customer or CenturyLink obtain or retain business for itself or another, Customer will refuse to make such payment or provide such thing of value and will immediately report the incident to CenturyLink. Customer further represents, warrants and certifies that it, including its personnel, subcontractors and affiliates currently complies with, and shall continue to, comply with all applicable Anti-Corruption Laws and CenturyLink policies in all countries in which it provides services and will not take any actions that would result in a violation of Anti-Corruption Laws by CenturyLink or an affiliate. Customer shall make its books and records available to CenturyLink for inspection upon CenturyLink's request, so that CenturyLink can evaluate whether Customer has devised and maintained a system of internal controls sufficient to provide reasonable assurances that (a) it has complied with the terms of this provision; and (b) its accounts accurately and fairly reflect, in reasonable detail, its transactions and payments in furtherance of its performance under this Agreement.
6. CenturyLink's SLA only applies to the respective vendors' supported configurations at the time SLA support requests are triggered. If any configuration or version is identified as "unsupported" by a vendor, the Services are subject to all of the following conditions and/or requirements: (i) a service level objective ("SLO") in lieu of any other applicable SLA will apply. This SLO shall refer to reasonable effort support by CenturyLink, and no credits shall apply; (ii) CenturyLink, in its reasonable discretion may elect to charge the customer for any support or additional tasks/work incurred resulting from Customers continued use of unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable. Customer's failure to do so may result in CenturyLink's

inability to provide the Services and CenturyLink shall have no liability therefrom. When an operating system and/or any 3rd party software used in connection with the Service is no longer supported by the applicable vendor, then 1) CenturyLink's SLA will no longer apply, and 2) Customer may be required to purchase vendor supported upgrades at an additional cost to allow CenturyLink to continue to provide the Services. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) of the customer for the sole purpose of: (i) fulfilling its obligations under the Agreement; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for the purposes identified herein.

7. If the Customer contracting with CenturyLink is a German company or a German branch of a multi-national company, Customer acknowledges and agrees that, as the data controller, it is solely responsible for the lawfulness of the data processing and compliance with mandatory provisions of the German Data Protection Act. As the data controller, Customer is required to execute a Data Protection Agreement (a "DPA"). Please download and print the [DPA](https://www.ctl.io/lp/resources/CenturyLink_Cloud_German_DPA_v7_July_2016.pdf) (https://www.ctl.io/lp/resources/CenturyLink_Cloud_German_DPA_v7_July_2016.pdf) and [return an executed copy by email](mailto:de-dpa@centurylink.com) (de-dpa@centurylink.com) to CenturyLink. Please include an email or address where CenturyLink can return a countersigned copy.

2. CenturyLink Provided Third Party Software

Customer will not use, and will not authorise 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 licence, 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.

In conjunction with the Cloud Services, you may be allowed to use certain software developed and owned by third parties ("Third Party Software"). The Customer's election to use the Third-Party Software constitutes acceptance of the additional terms and conditions either identified below or located at the applicable URL.

Cloudera

Apache: https://www.cloudera.com/content/cloudera/en/documentation/core/latest/topics/cdh_ig_apache_and_third_party_licenses.html

and for third party licenses: <http://www.cloudera.com/content/cloudera/en/documentation/Licenses/Third-Party-Licenses/Third-Party-Licenses.html>

Red Hat

Red Hat RHEL <http://www.redhat.com/en/about/red-hat-end-user-licence-agreements>

McAfee

<http://www.mcafee.com/us/resources/legal/end-user-licence-agreements-ed-ca.pdf>

Geotrust (Linux & Windows)

<http://www.verisign.com/repository/subscriber/index.html>

Apache Httpd Open SSL, Web and Tomcat

<http://www.apache.org/licences/>
<https://www.openssl.org/source/licence.html>

Wordpress

<https://wordpress.org/about/gpl/>

Microsoft

In conjunction with the Cloud Services, you may elect to use certain software developed and owned by Microsoft or its licensors (collectively, "Microsoft Software"). If you choose to use the Microsoft Software, Microsoft and its licensors require that Customer agrees to these additional terms and conditions.

1. Customer shall not remove, modify or obscure any copyright, trademark or other proprietary rights or notices that are contained in or on the Microsoft Software; or transfer or use the Microsoft Software outside of the Cloud Services.
2. Microsoft disclaims, to the extent permitted by law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Cloud Services.
3. Microsoft or its suppliers is not responsible for providing any technical support related to the Microsoft Software or the Cloud Services.
4. The Microsoft Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Customer or any of its users do not have the right to use the Microsoft Software in any application or situation where the Microsoft Software's failure or interruption could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High-Risk Use include but are not limited to aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools or other non-control applications, the failure of which would not result in death, personal injury or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function. Customer shall indemnify and hold CenturyLink harmless from any third-party claim arising out of use of the services in violation of this Section 3(d).
5. Customer consents to the disclosure of certain Customer information, including by way of example name, address, product use by type.
6. CenturyLink reserves the right to disconnect access to Microsoft Software if it becomes aware of or believes in good faith of any violation of these terms. In addition, Customer agrees to cooperate in good faith with CenturyLink to investigate and remedy the non-compliance.

Any add on services, including Managed Backup, and any other managed application services, including Managed MySQL or Managed Microsoft SQL are subject to the Service Guide.

3. Intrusion Prevention Services

CenturyLink's Intrusion Prevention Services ("IPS") leverages software owned and developed by Trend Micro and its licensors. Customers use of IPS constitutes Customer's acceptance to the following additional terms and conditions.

1. Trend Micro may (i) use uploaded or collected data from installed Trend Micro software to improve products and services; (ii) share data that has been identified as malicious or unwanted content with affiliates and security partners; and (iii) use and disclose uploaded or collected data for analysis or reporting purposes only if any such use, sharing, or disclosure does not identify CenturyLink or Customer or include any information that can be used to identify any individual person.
2. **U.S. GOVERNMENT USE.** Software and any accompanying documentation are "**Commercial Items**" developed exclusively at private expense, consisting of "**Commercial Computer Software Product**" and "**Commercial Computer**

Software Product Documentation” (as such terms are defined in the applicable US federal government procurement regulations) and may only be transferred to the U.S. Government with the prior written consent of an officer of Trend Micro and solely with **“Restricted Rights.”**

3. IPS may operate by forwarding certain data, including but not limited to URLs, IP addresses, contact information, email accounts, websites, files and network packets back to CenturyLink and/or Trend Micro owned or controlled servers for scanning ("Scanning Data"). Scanning Data does not include any type of medical, financial or personally identifiable information as defined under applicable law. These servers employ Trend Micro proprietary technology to identify and screen malicious or potentially unwanted content based on user proscribed parameters. By utilizing this Service, Customer authorizes CenturyLink and Trend Micro to access the Scanning Data for the sole purpose of identifying and screening malicious or potentially unwanted content. This Service may entail the transfer of Scanning Data to servers outside of the jurisdiction where Customer is located. No scanning data is forward or transferred to or through China or any prohibited nation as defined by the US Department of Commerce.
4. No SLA or SLO shall apply to the IPS services. CenturyLink and its suppliers will use reasonable efforts to properly identify applications and files for detection, given the nature and volume of malicious and unwanted electronic content, CenturyLink and its suppliers cannot guarantee that the IPS service will properly detect or clean all applications and files that are malicious or that Customer does not use or want. In addition, CenturyLink and its suppliers cannot guarantee that use of the IPS Services will not cause certain files, applications, emails or other web content to be screened or blocked and that any rejected file may be recoverable. CenturyLink and its suppliers exclude any and all liability and/or damages arising from or related to this section.
5. Customer is solely responsible for complying with all applicable laws, including all applicable export laws and regulations related to the IPS service.
6. By electing to use the IPS service, Customer expressly consents to the use of any uploaded, collected or Scanned Data and the processing or transfer of any such data by Trend Micro in or to the United States. It is Customer's responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to data processing and transfers across jurisdictions.

4. Cloud Application Manager

The terms in this Section 4 apply only to Cloud Application Manager Services then available and purchased prior to April 25, 2017. Cloud Application Manager purchased on or after April 25, 2017 are governed by separate terms and conditions.

Any services and features that have been added to the Cloud Application Manager Service since April 25, 2017 which are not addressed in the CenturyLink Cloud Schedule or the CenturyLink Cloud Supplemental Terms are governed by CenturyLink's standard terms and conditions for such Cloud Application Manager services, including the Cloud Application Manager Supplemental Terms. Your election to purchase such services constitutes your acceptance of such terms.

Customer acknowledges and agrees that certain Cloud Service Provider "CSP" services are not available in all geographical locations or markets or customer segments. CenturyLink reserves the right to restrict access to certain CSPs at its discretion and/or as directed by the applicable CSP.

For Cloud Application Manager Services purchased prior to April 25, 2017 Microsoft and AWS CSP services are available only to non-government Customers with a legal and billing address in the United States. CSP services available in other geographic locations are subject to separate terms.

1. Description. Cloud Application Manager enables the customer to automate deployment of applications, enable cost control and user governance, auto scale applications and

manage applications and infrastructure across public clouds (e.g. AWS, Azure, CenturyLink Cloud) and private clouds (via OpenStack and VSphere). Cloud Application Manager is available as software as a service ("SaaS") or a downloadable virtual appliance. For virtual appliance Customers, CenturyLink will deliver to Customer access to a downloadable instance of Cloud Application Manager. The Cloud Application Manager is licensed to Customer (and any employee authorised by Customer) under the terms and conditions set forth below.

2. **License Grant.** CenturyLink hereby grants to Customer a nonexclusive, non-transferable, worldwide, subscription-based license to install, test, and use, the Cloud Application Manager, including embedded software components and use of all documentation associated therewith, but only for Customer's internal business operations. The license granted to Customer in this Section 4 applies to both SaaS and virtual appliance versions of Cloud Application Manager. Notwithstanding anything to the contrary in the Agreement, CenturyLink reserves the right to make any updates, error corrections, bug fixes, and other modifications to the Cloud Application Manager. The licenses granted herein are conditioned upon payment of the subscription fees and are subject to the terms set forth herein and in the Agreement between Customer and CenturyLink.
3. **Termination.** Customer is responsible for providing notice of termination for any Cloud Application Manager Services to Cloud Application Manager Support to ensure any applicable recurring billing charges are terminated. Customers utilizing Cloud Application Manager via an on-premise virtual network appliance must immediately cease use of and delete all instances of the software as of the effective date of termination. CenturyLink's enforcement of this provision shall survive the termination of the Cloud Application Manager Services and/or Agreement.
4. **Cloud Service Provider.** In addition to the terms identified in the [Cloud Application Manager Supplemental Terms](https://uk.ctl.io/legal/cloud-application-manager/supplemental-terms/) (<https://uk.ctl.io/legal/cloud-application-manager/supplemental-terms/>), the following provisions shall apply if Customer elects to purchase CSP services from CenturyLink.
Customer authorises CenturyLink to collect and share certain Customer information with partner CSPs for the purposes of assistance in setting up accounts, complying with CSP license terms and/or in connection with monitoring for and responding to misuse or suspected misuse of the Services by Customer. The information required to be collected and shared by CenturyLink may vary by CSP. CenturyLink, on behalf of itself or an applicable CSP, reserves the right to immediately suspend or terminate the Services (and availability of any CSP offering) upon notice in the event CenturyLink (or the CSP) reasonably determines, becomes aware of or suspects misuse of the Services (or CSP offering) by Customer, if any use or action or suspected use or action exposes or threatens to expose CenturyLink (or the CSP) to liability, obligation, security risk, violation of law or breach of its underlying agreement with the applicable CSP.
CenturyLink shall have no liability for any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP. Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP.
Notwithstanding anything to the contrary, CenturyLink shall not be obligated to provide any indemnity to Customer for any services provided by a CSP or any interruption, failures or termination of services provided by a CSP.
5. **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, authorised users placing orders for Service on its behalf have full legal capacity to do so and are duly authorised to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.

6. **Authorised Users.** Customer agrees to safeguard the Cloud Application Manager so as to ensure that no unauthorised person will have access to it or allow access beyond the authorised number of subscribers, and that no persons authorised to have access will make any unauthorised use. Customer will promptly report to CenturyLink any unauthorised use of the Cloud Application Manager of which Customer becomes aware and will take such further steps as may reasonably be requested by CenturyLink to prevent unauthorised use thereof.
7. **Indemnity.** Customer will indemnify, defend and hold harmless CenturyLink, its Affiliates and licensors from and against any losses arising out of or relating to any third party claim concerning (i) Customers' or its users use of the Service and/or any CSP offering in a manner not authorised by this Agreement and/or any unauthorised use or access of the Service; (ii) alleged infringement or misappropriation of any third party rights by Customer or any users who access the Service through Customer.
8. **Ownership.** Customer receives no rights to the Cloud Application Manager and any software or documentation other than those specifically granted within this Section 4 of the Supplemental Terms. CenturyLink and its licensors own all right title and interest in and to the software and the documentation including without limitation all copyright and other intellectual property rights therein. Nothing in these terms transfers to Customer any title to or any proprietary or intellectual property right in or to the Cloud Application Manager and any software, documentation, updates, modifications, or derivative works therefrom and Cloud Application Manager shall be deemed to be confidential information. Customer acknowledges that the Cloud Application Manager may contain software licensed from third parties. All rights in and to any such third-party software, data and servers are reserved by and remain with the applicable third parties. Customer agrees that such third parties may enforce their rights against Customer directly in their own names.
9. **Restrictions.** To the maximum extent permitted by law, Customer will not (a) modify, reverse engineer, decompile, disassemble, attempt to derive the source code, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law); (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer access to Cloud Application Manager to any third party; (c) make any copy of or otherwise reproduce any instance of Cloud Application Manager (or any of the browser screens comprising user interface) except for those copies necessarily made by the personal computer and Internet browser that are running Cloud Application Manager; (d) use the Cloud Application Manager in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Section 4 or the Agreement.
10. **Customer Obligations.** Customer will be solely responsible for, by way of example, the following: (a) providing, maintaining, and updating all hardware, software, and communications capabilities as required for use of Cloud Application Manager, including, without limitation, personal computers; (b) providing and maintaining, at all times during the term of the Agreement, the Internet access necessary for Customer's use of the Cloud Application Manager and it shall be deemed confidential information. Customer's failure to meet the responsibilities in this section may forfeit the SLA or result in CenturyLink's inability to provide the service to Customer. Customer is solely responsible for properly configuring and using the Cloud Application Manager and taking its own steps to maintain appropriate security, protection and backup of applicable content, which may include the use of encryption technology to protect content from unauthorised access and routine archiving of content. Given that Customer can self-provision and self-configure the Services and the Customer 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 Cloud Application Manager and Customer environment are configured in a secure manner. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Application Manager is used or accessed by Customer or its authorised users.

11. **Audit Right.** Customer will retain records and supporting documentation sufficient to document its compliance with this Agreement, including usage of the Service and the fees payable for the Cloud Application Manager during the term of the applicable Agreement and for at least three years following the end of such term. With no less than 10 days prior written notice, Customer will provide to CenturyLink's employees or agents ("Auditors") access during normal business hours to Customer's records and documentation necessary and/or appropriate for the purpose of determining compliance with this Agreement, including whether calculations of the fees payable under this Agreement are accurate and in accordance with the Agreement (an "Audit"). Customer will use commercially reasonable efforts to assist such Auditors in connection with such Audits. CenturyLink will provide a copy of their final report to Customer. If any audit reveals non-compliance by Customer and/or unpaid fees, Customer shall promptly remediate the non-compliance and pay such unpaid fees. CenturyLink may exercise its rights under this section any time it, its vendors or any CSP has a good faith reason to believe that Customer or its representatives are in violation of its obligations under the Agreement or using Services in any manner that may adversely impact CenturyLink or its applicable vendors. In addition, CenturyLink may further exercise its rights under this section for any other reason at any other time not to exceed once every 12-month period. Customer is responsible of reimbursing CenturyLink for all reasonable and appropriate out-of-pocket costs incurred in connection with the applicable audit. This section is not deemed a waiver of CenturyLink's right with respect to any remedies or rights under any applicable termination section.
12. **Export Control.** Customer will obey and comply with any and all applicable United States laws, rules, and regulations governing the export of Cloud Application Manager.

5. Marketplace Provider Programme

1. These Marketplace Provider Program supplemental terms and conditions shall apply to Customers voluntarily participating in the Marketplace Provider Program (fka "Cloud Marketplace Provider Program"). Customers that elect to participate in the Marketplace Provider Program may alternately be referred to as "Providers" for the purpose of delineating these supplemental program terms in this section 4. As part of the Marketplace Provider Program, a Provider may integrate its technology product or service ("Provider Product") with the CenturyLink Cloud platform, leveraging the application process and support resources provided by the Marketplace Provider Program. The CenturyLink Cloud Marketplace Provider Program Guide ("Program Guide") is incorporated herein by reference and made a part hereof may be found in the [CenturyLink Marketplace Provider Program Guide](https://ukctl.io/knowledge-base/marketplace/providers/centurylink-marketplace-provider-program-guide/) (<https://ukctl.io/knowledge-base/marketplace/providers/centurylink-marketplace-provider-program-guide/>).
2. Either party may suspend Marketplace Provider Program activity for any reason or no reason upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, CenturyLink may suspend and/or terminate the Marketplace Provider Program immediately and without notice in the event Provider violates the Confidentiality, Acceptable Use or Intellectual Property terms and conditions per the Agreement or CenturyLink's corporate Open Source policy in CenturyLink's sole and reasonable discretion.
3. Upon any termination or expiration of the Marketplace Provider Program, any Provider data, content or other materials on the CenturyLink Cloud Service will be deleted and Provider shall: (i) immediately cease all use of the CenturyLink Marketplace Provider Program integration benefits listed in section 4(d) below; and (ii) promptly return to CenturyLink (or, if CenturyLink so requests, destroy in accordance with CenturyLink instructions) all copies of any firmware or software provided by CenturyLink in connection with the Marketplace Provider Program, all Confidential Information and any other CenturyLink materials related to the Marketplace Provider Program in Provider's possession.

4. Subject to the terms of this Marketplace Provider Program, Provider is eligible to receive the following benefits from the CenturyLink Cloud platform team to support integration testing and evangelism; (i) a usage credit starting at two thousand dollars (\$2,000) per month to support any workloads related to integration testing and evangelism activities; (2) access to integration specialists who can help optimize integration strategy; and (3) support from the CenturyLink Platform Enablement team to evangelize their certified integration to the market. In order to receive these benefits, Providers must have an Agreement in place with CenturyLink. All benefits and processes of the Marketplace Provider Program will be kept up to date in the Program Guide linked above.
5. IN ADDITION TO THE WARRANTY DISCLAIMERS SET FORTH IN THE AGREEMENT, THE ENTIRE RISK AS TO THE COMPLETENESS, ACCURACY, RESULTS, OPERATION, SECURITY AND PERFORMANCE OF THE CENTURYLINK CLOUD SERVICES, DEVELOPMENT TOOLS AND RELATED MATERIALS IS ASSUMED BY PROVIDER. FURTHER: (1) Provider warrants that the Marketplace Provider Products will not contain an Unmitigated vulnerability. If an Unmitigated Vulnerability has been published, but Provider software patches, hot-fixes, or system updates have not been publicly released, the Provider will provide risk mitigation procedures in the form of compensating controls until such a time that the Provider provides an industry-approved resolution at the Provider's expense. "Unmitigated Vulnerability" means any technology or configuration that, from a security perspective induces unacceptable operational risks and, is (i) inconsistent with industry-accepted practices, (ii) susceptible to being hacked, broken into or compromised, or (iii) referenced by the Carnegie Mellon CERT® Coordination Centre at www.cert.org, and (2) Nothing in the performance of the Marketplace Provider Program shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by CenturyLink or its licensors and CenturyLink shall retain at all times all right, title and interest in and to the CenturyLink Cloud Services and any other materials or information it discloses or otherwise makes available in connection with this Marketplace Provider Program. CenturyLink 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 CenturyLink Cloud Service. Except as expressly set forth herein, nothing in the Marketplace Provider Program authorises Provider to use, create or distribute any product or technology that is (a) derived from the CenturyLink Cloud Service or any related software or documentation, or (b) made available free of charge to recipients.
6. The CenturyLink Marketplace is a catalog operated by CenturyLink that allows metered subscriptions to Provider Product entitlements to be offered to and purchased by other CenturyLink Cloud Customers. Any Provider Products offered through the CenturyLink Marketplace constitutes third party software not provided by CenturyLink and the Provider offering the Provider Products must specify separate terms, conditions, restrictions on use and privacy policies applicable to any Provider Products offered, including any applicable third party software terms. CenturyLink is not a party to the Provider Product terms. CenturyLink has no control over and does not guarantee the quality, safety or legality of items advertised, the truth or accuracy of any listing or third party software imbedded within such Provider Products, or the ability of sellers to offer the Provider Products and CenturyLink assumes no liability or responsibility therefrom. CenturyLink is not a party to the Provider terms, while CenturyLink may help facilitate provisioning between CenturyLink Cloud Customers and Providers, any and all issues and/or disputes arising out of or related to the Provider Products is solely between Provider and the applicable Customer.
7. CenturyLink may stop providing the CenturyLink Marketplace (or any features of or listings methods within the CenturyLink Marketplace) at CenturyLink's sole discretion at anytime and without prior notice. In addition, CenturyLink may disable or remove Provider Products already purchased by a CenturyLink Cloud Customer, if CenturyLink determines in its sole discretion that the Provider Products may violate any CenturyLink

policies or any other regulations, policies or laws. Provider and Customer acknowledge and agree that CenturyLink shall have no liability for any action taken pursuant to this subsection g.

8. A CenturyLink Cloud Customer who elects to purchase any Provider Products authorizes CenturyLink, its affiliates, and its third-party payment processors and any third-party resellers to charge the payment method selected for CenturyLink Services for Provider Products purchased in the CenturyLink Marketplace. This may include one-time payments as well as metered payments. A "metered payment" is a payment that occurs at the specified intervals at value measured by the CenturyLink Cloud Services platform. Authorisations for these charges will remain until cancelled. Customers may cancel Provider Product subscriptions at any time by logging into the CenturyLink Cloud Services and stopping usage of the Provider Product in accordance with the corresponding article within [the CenturyLink KnowledgeBase](https://ukctl.io/knowledge-base) (<https://ukctl.io/knowledge-base>).

6. Beta Programs

1. CenturyLink may from time-to-time offer or make available certain features or applications noted as a pre-release version (each, a "Beta Service"). All Beta Services active and accessible with the Cloud Services are collectively known as the "Beta Program". Customer's participation in any Beta Services and the Beta Program is voluntary. Beta Services may be made available at no cost or subject to applicable fees. Given the pre-release nature of beta services, not all Beta Services may be documented in the current version of the Service Guide.
2. The Service Level Agreement ("SLA") generally applicable to Cloud Services is not applicable to any Beta Services made available as part of a Beta Program.
3. This Section 4 shall not apply to any Beta Service(s) as of the date that CenturyLink elects to make the feature or application generally available in accordance with the Cloud Schedule.
4. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BETA SERVICE IS DESIGNATED AS A "PRE-RELEASE" OR "BETA" SERVICE, IS NOT A FULLY TESTED SERVICE OFFERING, AND HAS NOT BEEN COMPLETED ACCORDING TO CENTURYLINK'S NORMAL DEVELOPMENT PROCEDURES. THE BETA SERVICE MAY CONTAIN BUGS, MAY NOT OPERATE PROPERLY OR PERFORM ALL INTENDED FUNCTIONS, AND MAY CAUSE ERRORS, DATA LOSS OR OTHER PROBLEMS. CUSTOMER ACCEPTS THE BETA SERVICE ON AN "AS IS", "AS AVAILABLE" BASIS, WITH "ALL FAULTS". CENTURYLINK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE BETA SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONTAINED IN THE APPLICABLE AGREEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE BETA SERVICE(S) REMAINS SOLELY WITH THE CUSTOMER. NEITHER CENTURYLINK NOR ANY OF ITS SUPPLIERS WILL BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO USE OF THE BETA SERVICES, THE CLOUD SERVICES OR YOUR PARTICIPATION IN THE BETA PROGRAM (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS), WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT OR OTHERWISE, AND REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY FOR ANY FAILURE BY CENTURYLINK TO PROVIDE THE BETA SERVICES OR ANY DAMAGES OR LIABILITY ARISING THEREFROM IS TO DISCONTINUE OR DISCONNECT THE BETA SERVICES.

7. CenturyLink Cloud Mobile Control End User Licence Agreement

THIS END USER LICENCE AGREEMENT ("EULA") APPLIES TO THE CENTURYLINK CLOUD CONTROL MOBILE APPLICATION FOR DEVICES ("APPLICATION"). IMPORTANT:

PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY. In particular, Section 2 ("Privacy and Data Security") of this EULA contains important provisions and disclosures regarding data security and privacy that may affect your data and/or Content (collectively the "Privacy Provisions").

By installing or using the Application, you ("You" or "Your") represent that: (i) You are employed by or affiliated with a customer ("Customer") of CenturyLink's CenturyLink Cloud service (the "Service") that is subject to a services agreement or terms of use (hereinafter collectively referred to as an "Agreement"), and (ii) You are authorised by such Customer to use the applicable Service (herein, an "Authorised User"). This is a legal agreement between CenturyLink Communications, LLC (or the applicable CenturyLink operating company providing the underlying Service) ("CenturyLink") and the Customer. You represent that you are authorised to agree to and will comply with the following terms on behalf of the Customer, and references to "You" and "Your" herein shall be deemed to refer to you as a duly authorised representative of the Customer. If You do not have such authority, are not an Authorised User, or do not agree to these terms (including without limitation the Privacy Provisions), You may not install or use the Application, or if you have already downloaded the Application, You must uninstall and delete all copies of the Application from any stored Device.

This EULA supplements and modifies certain terms of the Agreement, solely with respect to use of the Application. Your use of the Service through the Application is governed by the applicable Agreement, this EULA and Capitalised terms used but not defined in this EULA have the meanings given to them in the Agreement. In addition, use of the Application is subject to [CenturyLink Cloud's Privacy Policy](https://uk.ctl.io/legal/privacy-policy/) (<https://uk.ctl.io/legal/privacy-policy/>), which is incorporated herein by this reference. The term "Application" shall collectively refer to the following: (i) the mobile software application accompanying this EULA, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements; and (iii) any other rules or policies that CenturyLink may create and make available on its Website from time to time.

1. **Scope of Licence.** The Application is licensed, not sold, to you. All title and intellectual property rights in and to the Application and all modifications, updates, upgrades, enhancements and derivative works of the Application are owned exclusively by CenturyLink or its licensors. Your licence is for personal use only and is limited to a limited, non-exclusive, revocable, non-transferable licence to use the Application on any mobile phone, game device, digital media adapter, tablet PC, laptop PC, Desktop PC, smart TV or similar device you own or control (collectively, "Device" or "Devices"). You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates or upgrades, or any part thereof. Any attempt to do so is a violation of the rights of CenturyLink and its licensors and CenturyLink reserves the right to immediately terminate Your access to the Application for violation of this Section. CenturyLink reserves all rights in and to the Application not expressly granted to you under this Agreement. This EULA does not allow you to use the Application on any Device that you do not own or control, and you may not distribute or make the Application available over a network where it could be used by multiple Devices at the same time. Any software licence agreement or user terms in effect between you and a third party platform or operating system provider governs the use of your Device running on that provider's operating system. Such provider may at any time and without notice restrict, suspend or terminate your use of the Application or delete the Application from the Device on which it is installed without any compensation or refund to Customer from the applicable provider or CenturyLink.
2. **Consent to Use of Application data.** You agree that CenturyLink may collect and use electronic or technical data and related information, including but not limited to technical information about your Device (including setting and instructions), system and application software, user and performance information, your locale, processing instructions and any peripherals (including model, screen size and connectivity), and/or operating system, that is gathered periodically to facilitate the provision of software

updates, product support, and other services to You (if any) related to the Application. CenturyLink may use this information, as long as it is in a form that does not personally identify you, to improve its products, to provide future enhancements or additional services or technologies, or to provide customer support. CenturyLink may also (i) analyse the information, combine it with other data and create aggregated information for purposes consistent with this Section 2 (collectively "Aggregate Information") and (ii) publish or distribute such Aggregate Information. Further, CenturyLink or the Application may provide information to CenturyLink's contracted third-party service providers for purposes consistent with this Section 2. Any use of information under this provision will be in accordance with CenturyLink's Privacy Policy. User logins and passwords are for designated Authorised Users and may not be shared or used by anyone other than the designated Authorised User to whom the Authorised User login and password has been assigned. When you login to the Application to access your Customer account using your Authorised User login and password, CenturyLink will use your Authorised User login and password in the Application to connect with Customer's subscription to the Service. You shall be responsible for the confidentiality and use of your Authorised User login and password. You are not permitted to share your Authorised User login or password with any other person or persons. You are responsible for all activities conducted under your Authorised User login.

The Application may store Content and data supplied by the Service, including personally identifiable information, locally on your Device. You also agree to comply with all applicable Customer policies, practises and procedures for using and securing your Device, the Application and any related Content. In particular, you must create a security key (i.e., a pin, passcode, patterned screen lock, or the like) for your Device, which as a precaution you should change regularly. Anyone with access to your unlocked Device may be able to view, add or edit information within the Service, within an Application or stored locally on your Device. An Application may allow you to enable a "remember" password or login credential option. Your Application login and password will be stored on your Device on an approximately two (2) week rolling basis after which You will be required to re-enter Your login and password. If your Device is lost, stolen or your logon otherwise compromised, You must immediately change Your password. Use of the Application to access the Service requires Internet access and You understand and accept the risk of accessing and transmitting information, data or Content over the Internet. By using the Application, You and Customer accept full responsibility for any losses, unauthorised access and/or damages that may result from that action, including without limitation any breach notification obligations and agree not to hold CenturyLink liable for any losses or damages resulting from such use or your failure to comply with this Section 2. The Application is not HIPAA-compliant, nor does it satisfy PCI Standards or other requirements for the protection of credit card data and government ID numbers. You may not use or customise the Application in any manner that would require CenturyLink, the Service, or the Application to process personal healthcare, credit card, or government ID number data or otherwise comply with, satisfy or meet any related compliance requirements or standards.

3. Termination. This EULA shall terminate immediately and automatically upon any termination of the Customer's Agreement. This Agreement is effective until terminated by you or CenturyLink. Your rights under this Agreement will terminate automatically without notice from CenturyLink if You fail to comply with any term(s) of this Agreement. Upon any such termination, You shall immediately cease all use of the Application and destroy all copies, full or partial, of the Application. Termination of this EULA shall not entitle the Customer or you to any refund, credit, or other compensation from CenturyLink.
4. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

CENTURYLINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CENTURYLINK DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED WITHIN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED.

5. **Limitations of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL CENTURYLINK BE LIABLE FOR PERSONAL INJURY OR DAMAGE TO PERSONAL PROPERTY, OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall CenturyLink's total liability to you for all damages exceed the amount of fifty dollars (\$50.00). CenturyLink reserves the right to change, suspend, remove, or disable access to the Application at any time without notice. In no event will CenturyLink be liable for the removal of or disabling of access to the Application. CenturyLink may also impose limits on the use of or access to the Application, in any case and without notice or liability.
6. **Indemnification.** You will indemnify, defend and hold CenturyLink, its affiliates, subsidiaries, and parent, and each of their respective directors, officers, employees, and agents, and their successors and assigns harmless from and against all claims, damages, losses, and liabilities, including reasonable attorney's fees, arising from or related to the Application or the use thereof.
7. **Service Level Agreement.** Any service level commitment or warranty in effect between the Customer and CenturyLink, as set forth in the Agreement or otherwise, shall not apply to the Application. CenturyLink shall determine, in its sole discretion, the level of support it will provide for the Application, and any such support shall be subject to change without notice.
8. **Export Compliance.** You may not use or otherwise export or re-export the Application except as authorised by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using any of the Application, you represent and warrant that (i) you are not located in any a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also agree that you will not use the Application for any purposes prohibited by United States law.
9. **Other Users.** It is your responsibility to impose any restrictions on viewing by you, other employees of your company, and CenturyLink will have no liability to anyone due to or based on the content viewed via the Application.
10. **Third Party Beneficiaries.** CenturyLink's licensors or any third-party platform or operating system provider whose software is included in or as a component of the Application will be third party beneficiaries of this Agreement, as applicable.
11. **Governing Law.** The laws of the state of Missouri govern all matters arising out of this Agreement and your use of the Application, without regard to any conflicts of laws principles.

12. **Severability, Waiver, and Survival.** If any provision of this Agreement is declared to be illegal, unenforceable, or in conflict with any other provision of this Agreement, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions. Any waiver or failure to enforce any obligation or requirement by either party does not waive that party's right to later enforce that requirement in the future. The terms of this Agreement that are expressly stated to survive or that by their nature would logically be expected to survive termination or expiration of this Agreement shall so survive.

CenturyLink Cloud Service Level Agreement

This SLA is provided pursuant to and in accordance with the governing service agreement between Customer and CenturyLink Communications, LLC and/or its affiliates ("CenturyLink"). The following Service Level Agreement (SLA) is applicable to the CenturyLink Cloud Services Customer for a fee. The SLA is not applicable to unrelated third parties or third parties lacking a contractual relationship with CenturyLink. The uptime obligations and the resulting SLA credits are applied on a monthly basis unless specified otherwise.

Public Network: CenturyLink will deliver 100% uptime availability on all Public Network services to Customers located in CenturyLink Cloud data centres. All Public Network services include redundant carrier grade Internet backbone connections, advanced intrusion detection systems, denial of service (DOS) mitigation, traffic analysis and detailed bandwidth graphs. This does not include DOS attacks or other unknown variables that can affect Internet traffic.

Private Network: CenturyLink will deliver 100% uptime availability on the Private Network services to Customers located in the CenturyLink Cloud data centres. Private Network services include access to the secure VPN connection, unlimited bandwidth between servers within CenturyLink Cloud data centres, unlimited uploads/downloads to servers and access to contracted services.

Control Portal and API: CenturyLink will deliver 99.99% availability to the Control portal and API. Access to the Control portal is available via the Public and Private Networks. The Control portal is utilised to manage the Customer's on-demand IT environments located within the CenturyLink Cloud data centres. Control portal access includes ticketing system access, account management, server management, bandwidth management, backup management and other related services.

Virtual Servers: Individual standard servers will deliver 99.99% uptime availability as monitored within the CenturyLink network by CenturyLink monitoring systems. Only failures due to known CenturyLink problems in the hardware, block storage, and hypervisor layers delivering individual servers constitute failures and as such only they are covered by this SLA. Examples of failures include power interruptions and hardware problems (such as failures to a hard drive or power supply). Problems related in any way to the Customer server operating system or any software on the Customer server, or to the actions of Customers or third parties, do not constitute failures and as such are not covered by this SLA.

Bare Metal Servers: CenturyLink will deliver 99.9% uptime availability for individual physical servers. Only failures due to known CenturyLink problems in the hardware constitute failures and such failures shall be categorised as either degraded or unavailable. Degraded services are considered available and therefore not eligible for a service credit. Examples of degraded servers are a single hard drive failure (RAID) or a single DIMM failure. Ticket priorities for degraded servers are set as either high or normal. Physical servers are deemed unavailable for failures of the motherboard, CPU, or multiple drives.

Cloud Application Manager: CenturyLink will deliver 99.99% uptime availability on Cloud Application Manager. A Cloud Application Manager failure occurs when a Customer cannot access the Cloud Application Manager platform because of problems with hardware and/or software in CenturyLink's control. Access issues caused by problems connecting to the service, including without limitation problems on the Internet or access and configurations managed by a non-CenturyLink provider, do not constitute failures and as such are not covered by this SLA. Customer will receive a service credit for

the period of time commencing when a ticket is filed requesting assistance in accessing the platform and the access issue is verified by CenturyLink until the services are reinstated.

Cloud Service Provider outages are governed solely by the terms and conditions between Customer and the non-CenturyLink cloud provider.

Managed Operating Systems: Managed Operating Systems will deliver 99.99% uptime availability on standard servers and 99.9% uptime availability on cloud servers. The managed operating system is considered available as monitored within the CenturyLink network for infrastructure and the ability for Customer to open and log in to a RDP or SSH session at the OS layer. Password lockouts and other security invoked events are excluded and not covered by this SLA. Exclusions to uptime include any actions of Customers or Customer Authorised third parties which negatively impact the availability of Customer server and such actions will not constitute failures and as such are not covered by this SLA.

Managed Applications: Managed Applications will deliver 99.9% uptime availability and redundant or clustered Managed Applications will deliver 99.99% uptime availability as monitored by CenturyLink Cloud monitoring systems. Only failures due to known CenturyLink Cloud problems in the Application layer delivering individual applications constitute failures and as such, only they are covered by this SLA. If multiple Applications are installed on the same server, only one Managed Application, most impacting will be covered under the SLA.

Relational DB Service: CenturyLink delivers 99.9% uptime availability for all single instances of Relational DB Service and 99.99% uptime availability for all instances with replication. A Service failure occurs when a Customer cannot retrieve data because of problems with hardware and/or software in CenturyLink's control. Data retrieval issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA.

Object Storage: CenturyLink delivers 99.9% uptime availability on Object Storage. An Object Storage failure occurs when a Customer cannot retrieve stored data because of problems with hardware and/or software in CenturyLink's control. Data retrieval issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA. Customer will receive a service credit for the period of time commencing when a ticket is filed requesting assistance in accessing Customer stored data until the service is reinstated.

Domain Name Services: CenturyLink delivers 100% uptime availability for domain name servers (DNS) on the Dynect network. A period of DNS failure is any time during which 100% of Dynect's Domain Name Servers simultaneously fail to respond to requests for name resolution. This SLA does not cover propagation of DNS data across the Internet, the hosting of secondary DNS service for Customer's primary domain in another location and zone inaccuracies due to operator error.

Simple Backup Service: CenturyLink delivers 99.9% uptime availability on Simple Backup Service. A Simple Backup Service failure occurs when a Customer cannot backup or restore data because of problems with hardware and/or software in CenturyLink's control. Data backup and restore issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA. Customer will receive a service credit for the period of time commencing when a ticket is filed requesting assistance in accessing Customer data until the service is reinstated.

Network Exchange: CenturyLink delivers 99.99% uptime on availability Network Exchange. All Network Exchange services include virtual circuits which pass outbound network traffic from the customers CLC servers and inbound network traffic to the customers CLC servers. A Service failure occurs when an active Network Exchange virtual circuit does not pass outbound network traffic from the customers CLC servers and inbound network traffic to the customers CLC servers because of problems with hardware and/or software in CenturyLink's control. Exclusions to uptime include any actions of Customers or Customer Authorised third parties which negatively impact the Customer server. For example, but not limited to, actions such as making a firewall change or changing the routing table. Such actions will not constitute uptime failures and as such are not covered by this SLA.

Maintenance: At certain times planned maintenance is required on CenturyLink Cloud that can cause service disruption. Maintenance services can affect the Public Network, Private Network, Control portal, Virtual Servers, Cloud Storage, Security and other services. CenturyLink will notify Customer of planned maintenance service. CenturyLink will provide at least 48-hour notice to Customers for potentially

disruptive maintenance activity via email or upon posting to <https://statusctl.io>. Potentially disruptive activity includes maintenance where CenturyLink cannot remove or migrate the live Customer data from the target system, but it is expected that the maintenance will have no customer impact. CenturyLink will provide at least 96-hour notice via email or upon posting to <https://statusctl.io> for disruptive maintenance activity that will cause a noticeable outage to Customers.

Support Response Time:

Note: The support details described in this section are applicable to CenturyLink Cloud Services. Support for Cloud Application Manager is available [here](https://uk.ctl.io/cloud-application-manager/support/#Coverage) (<https://uk.ctl.io/cloud-application-manager/support/#Coverage>).

High Priority Tickets: All High Priority Tickets receive a 30 minute time-to-acknowledge for the following categories:

1. Any element of the service is unavailable
2. Measurable performance degradation in any CenturyLink Cloud data centre

For High Priority issues, Customer must create a ticket for which a tracking number will automatically be provided and a support engineer will review the support request within the timescale listed above. If for some reason Customer does not receive a response within 30 minutes, Customer should contact customer care by phone via the applicable in-region [phone numbers found here](https://uk.ctl.io/support/#PhoneNumbers) (<https://uk.ctl.io/support/#PhoneNumbers>).

CenturyLink Cloud may reclassify any Ticket misclassified as falling into one of the High Priority categories listed above and such Ticket will not qualify for High Priority treatment.

Response times for non-High Priority Tickets are based upon the Customer's level of support:

Enterprise Support: Less than 30 minutes

Professional Support: Less than 1 hour

Developer Support: Less than 8 hours

Incident Reports: CenturyLink will provide Customer with an Incident Report via e-post within twenty-four (24) hours for incidents resulting in greater than thirty (30) minutes of downtime. The Incident Report will include incident date, duration, issue, details of the problem and details of the resolution.

SLA Credit Claim:

1. CenturyLink's monitoring systems will log and report service failures that are eligible for service credits. Customer will be notified by the NOC regarding a failure and for failures lasting greater than 30 minutes, Customer will receive an Incident Report per this SLA.
2. If a Customer believes that a service failure occurred Customer must open a support ticket (a "Ticket") through the Control portal or by email to noc@ctl.io and request any credits by accurately detailing the credit request within 30 days of the failure in question. CenturyLink will issue to the Customer appropriate service credits for the failure as defined in this SLA upon review and confirmation of the service failure.

Credit Limitations:

1. The minimum period of failure eligible for a credit is 15 consecutive minutes, and shorter periods will not be aggregated. The maximum credit shall not exceed one hundred percent (100%) of Customer's fees for the affected Service feature for the then-current billing month. In the event that multiple periods of failure overlap in time, credits will not be aggregated, and Customer will receive credit only for the longest such period of failure. In the event that a single incident calls for credits pursuant to multiple parts of this SLA, CenturyLink will award credits for all Service features impacted in a single incident subject to the maximum credit noted above. fees, regardless of the length of failure or the number of occurrences.
2. Credits available pursuant to this SLA apply only to future service delivery and will be credited against the applicable invoices. CenturyLink will not provide a refund or issue a credit against an invoice with no amounts payable. If Customer retains a credit balance on termination of the

account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support or setup fees.

3. Notwithstanding any provision to the contrary in this SLA, the following do not constitute failures: (1) downtime during planned maintenance (as defined above) or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Customer, including its applications, equipment or facilities, or by any use or user of the Service authorised by Customer; (3) outages caused by hackers, sabotage, viruses, worms or other third party wrongful actions; (4) DNS issues outside of CenturyLink's control; (5) outages resulting from Internet anomalies outside of CenturyLink's control; (6) outages resulting from fires, explosions, or force majeure; (7) failures during a "beta" period; (8) any suspension of Service pursuant to the Agreement; (9) during a time in which a Customer is not in compliance with the AUP; or (10) the unavailability of required Customer personnel, including as a result of failure to provide us with accurate, current contact information. Customer will not be eligible to receive any otherwise applicable service credits if Customer is in breach or default under any provisions of the Agreement at the time the service level failure(s) occurred or at the time when such service credit is requested by Customer until such breach is cured, at which point the service credit will be issued.

"Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by CenturyLink in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. CenturyLink will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed, and failure thereof does not constitute failure.

Exclusions:

1. This SLA provides Customer's sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind.
2. This SLA does not cover (without limitation): (a) network performance to Customer's physical location or Internet access point (such as a local DSL/cable modem); or (b) failures due to denial of service attacks.
3. False or repetitive claims are subject to service suspension. Customers participating in malicious or aggressive Internet activities, thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be deemed in violation of the Acceptable Use Policy posted on the Website.

Credit Issued: For all SLAs, the service credit formula is as follows:

Hours of eligible downtime or failure x Product and/or Service hourly cost = service credit.

- Credit Eligible Downtime or failure = Time (in hours) past the SLA greater than 15 minutes excluding allowable downtime
- Product and/or Service hourly cost = Customer's billing rate/hour during period of downtime of failure

If you have questions about our legal policies, SLA, or to report abuse, please use our [contact form](https://uk.ctl.io/legal/centurylink-cloud/sla/) (<https://uk.ctl.io/legal/centurylink-cloud/sla/>).

Updated April 30, 2019

This Service Guide ("SG") sets forth a description of the CenturyLink Cloud Service ("CenturyLink Cloud" or "Service") including technical details and additional requirements or terms, if any. This SG, the [Supplemental Terms](#), and the [Service Level Agreement \(SLA\)](#) are subject to and incorporated into the governing agreement and Service Schedule between the parties. The specific details of the Service ordered by Customer will be set forth on the relevant Service Order.

Service Description

CenturyLink Cloud is a suite of cloud services which includes use of virtual servers, orchestration, network, and application services in a multi-tenant service data centre environment. CenturyLink

provides the infrastructure-including space and power, compute resources, storage resources, virtualisation operating system, networking resources-and use of the Control portal and API for provisioning and management.

CenturyLink Cloud Services are available in several regional markets globally, including North America, EMEA, and Asia Pacific. Pricing details and any price variances between regions can be found on the CenturyLink Cloud website: <https://wwwctl.io/pricing>.

CenturyLink Cloud Services' pricing is listed in USD on the website, however, if Customer elects to be billed in a currency other than USD within the Cloud portal or on a Service Order document, the Services will be invoiced in the chosen currency equivalent as of the date of the invoice and each month thereafter based on the exchange rate as of the date of invoice. For the avoidance of doubt, CenturyLink uses dynamic exchange rates to calculate all non-USD billing. This means that the exchange rate published on the day each respective monthly invoice is created will be the exchange rate used to appropriately convert the invoiced amounts from USD to the applicable currency.

Service Elements

Servers

Servers & Create Server

Customers have the ability to purchase virtual servers throughout the Term of the Service.

Each virtual machine is a portion of the larger pool of pre-installed and integrated compute, storage, and network functionality. The customer can define the size of the virtual machine from 1 to 16 vCPUs and 1 GB to 128 GB of memory. The CenturyLink provided operating system templates include CentOS, Debian, RedHat Enterprise Linux, Ubuntu, and Windows Server.

Two types of cloud servers are available: Standard and Bare Metal.

1. **Standard Cloud Servers**

Standard Cloud Servers use persistent SAN based block storage with an optional Simple Backup Service for file-based backup & recovery.

2. **Bare Metal Servers**

Dedicated physical, non-virtualised nodes that provide workload isolation with very predictable performance. Bare Metal Servers also provide an option for hosting software, which does not have licensing options conducive to virtual machines.

Unlike Standard Cloud Servers, Bare Metal Servers have fixed CPU, RAM and storage configurations. Windows Server, RHEL, CentOS, and Ubuntu operating systems templates are available for Bare Metal Servers. Bare Metal Servers deploy in less than one hour and are accessed via Control portal or APIs. Customers control Bare Metal Servers via Control portal and the API, but do not have access to the IPMI (Intelligent Platform Management Interface) console directly. In the event that a customer inhibits CenturyLink access to the IPMI, network connectivity may be disabled.

All local non-SSD storage associated with Bare Metal Servers are capable of being fully encrypted by Customer, and all SSD storage supports Instant Secure Erase (ISE) or is zeroed out after releasing a server. For storage supporting encryption by default, new encryption keys are automatically generated for Customer to use with each newly provisioned server. Encryption is controlled exclusively by the disk array controller and not within the OS or elsewhere. CenturyLink controls the encryption keys and each key is tied directly to the logical volume on the array controller. When the logical volume is deleted there is no recovery path as the associated key is destroyed at the same time by the array controller. Thus, the data is rendered unrecoverable as part of a routine rediscovery and provisioning process for servers being decommissioned.

There are seven operations that can be performed against a virtual cloud server within the server page. Applicable operations for Bare Metal Servers are "On", "Off", and "Reset".

- **On.** Applies to cloud servers that are powered off. Initiates the operating system boot sequence. Billing charges for memory, CPU, and operating system (if applicable) start accruing, and monitors are re-enabled.
- **Off.** This is a forced shutdown of a server. It is the equivalent to unplugging a physical machine. All memory and CPU charges stop accruing, monitors are disabled, and the machine ends up in a powered off state. Any operating system charges (if applicable) and storage charges continue accruing. If the server is moved to archive storage, then any applicable operating system charges cease.
- **Pause.** When a virtual machine is paused, its state is frozen (e.g. memory, open applications) and monitoring ceases. Billing charges for CPU and memory stop. A paused machine can be quickly brought back to life by issuing the "On" power command. Any applicable operating system charges continue to accrue while a machine is paused.
- **Re-Set.** Similar to the relationship between "Off" and "Stop OS", the re-set command is a forced power off + power on combination. It is equivalent to the re-set button on a physical computer.
- **Stop OS.** Initiates a graceful shutdown of the corresponding server or servers. Like the "off" power command, all memory and CPU charges cease, monitors are disabled, and the machine is left in a powered off state.
- **Reboot OS.** Executes a graceful reboot of the target server or servers. Unlike the forced "re-set" power command, this instructs the operating system to initiate a proper stop and restart.
- **Maintenance.** This command puts a server or servers into maintenance mode which means that monitors are disabled.

When a server is created as part of the Create Server process which is set forth in the Control portal, the pricing information is provided within the Control portal as the configuration is adjusted by the user. Users can specify networking details including DNS information, network connectivity, or vLAN attachment. The user can also specify a server lifespan to delete the server at a user specified time.

Servers are organised within a "Server Group(s)" which are based on their resident data centre, and can have resource limits, default server settings and access permissions set for individual users. Server Group resource limits are defined by the maximum number of CPUs, memory and storage. Reports and alert monitors can be created for servers within Server Groups which include ping, CPU utilisation and disk utilisation monitors. Users added to alerts will receive an email in the event a specified monitor metric exceed the user specified condition which includes the interval, trigger and alert limit. Schedules can also be set for Server Groups to perform regular tasks such as server archive, delete, shutdown, reboot, power on, create snapshot, and delete snapshot based on a user specified time and frequency. Scheduled tasks set on a Server Group will not be run on Bare Metal servers in the Group. Maintenance windows can also be specified by Server Group which will disable all monitoring and alerts during this time.

Resource Limits in the Control portal can also be applied to all Server Groups within a specified data centre for total CPU, memory and storage as well as specific user rights to resources within that data centre.

Server

Archive

The Server Archive lists the Standard servers that have been powered down but have retained the server image. Archived servers can be restored into service or deleted from the archive. Archive storage is charged at the archived storage rate. This feature is not available with Bare Metal servers.

Templates

For Standard servers only, templates are provided by CenturyLink for many popular operating systems, but private server templates can also be created or uploaded by customers. These private server templates are added to the Server Templates catalogue where the template size is provided along with total storage required. Customer can use CenturyLink provided templates as a baseline to configure the operating system, install and configure applications and data, and use the Convert to Template function, which will create a template from the selected server. The server admin or root password must

be provided to create a template from the VM. Templates are available for specific datacentres. Customers who wish to copy templates to multiple datacentres should open a trouble ticket with the NOC. Template storage is billed on a GB basis at the Standard Storage rate.

Customers can also upload their own templates for an additional fee. Customers initiate the process by opening a NOC ticket, and then FTP the server template to a provided FTP site. The OVF image format is recommended. Once uploaded, the NOC will ingest the server template into the platform and it will be listed in the Server Template catalogue. Server templates can be converted into a server, used to create a new server, or deleted from within the Template catalogue.

Managed

For Standard servers only, Customer may purchase at an additional cost Data Protect Backup for use with the Services ("Managed Backup"). Managed Backup enables customisable rolling backups stored locally and at a secondary regional data centre. This feature may be added or removed after the server is created.

Backup

Product specific terms and technical specifications for Managed Backup are set for in the Data Protect Backup Service Guide located at <http://service-guides.centurylinktechnology.com/Default.aspx>. Managed Backup pricing is usage based and available for subscription within the Control portal; however, such pricing does not contribute to any applicable Service commitment or discount.

Managed Services

CenturyLink Cloud offers a comprehensive portfolio of Managed Operating Systems ("Managed OS") and Managed Application Services (including web, middleware, database and business applications), as defined below, for Standard servers. Both Managed OS and Managed Application Services are usage-based services, charged on an hourly basis, and designed to maximise Customer's business availability and performance. The managed and unmanaged servers can coexist on the same network.

Managed service availability can be found at [CenturyLink Cloud Data Centres](https://uk.ctl.io/data-centers/) (<https://uk.ctl.io/data-centers/>).

Managed Operating Systems ("Managed OS")

Managed OS Service provides fully managed operating system ("OS") services for the Customer. User creates a managed server on a self-service basis through the Create Server process from the Control portal.

The standard features of the Managed OS Service consist of the licensing, installation, configuration, administration, monitoring, maintenance and support for the CenturyLink-provided software components. The Managed OS includes Microsoft Windows Server and Red Hat Enterprise Linux.

Applicable fees for Managed OS Services do not apply to VMs that are "parked" or otherwise not in use.

The following table describes the Managed OS Service activities and tasks provided by CenturyLink. Note: Customer is fully responsible for reporting Managed OS disruptions or changes to CenturyLink, and for requesting new OS-level user creation/access.

| Activity | Task |
|---------------------|--|
| Licencing | Manages OS licence keys Manages SPLA licences with OS vendor Purchases and owns software licence |
| Installation | Validates OS installation Confirms OS functionality Provides anti-virus software for Windows only servers Completes break/fix services to repair/replace OS |

| Activity | Task |
|---|---|
| | Provides on-going virus signature updates from anti-virus software vendor services |
| Monitoring | Monitors OS on an on-going basis for continued operation Notifies and engages Customer contact to work with confirmed OS issues through resolution |
| Configuration & Administration | Defines user administration and password policy for on-going user access requests Maintains sole administrator access to OS-level software Administers/executes all requests for new OS-level users |

Managed Application Services

Managed Application Services may be purchased by launching a Managed Application Blueprint on a Managed OS. On a successful deployment, Customer will have all necessary credentials to interact with their managed environments just like any other instance in CenturyLink Cloud.

CenturyLink and imbedded automated processes take over the end-to-end process of installing, configuring, managing, monitoring, maintaining (patching, hotfixes, change management) Customer managed application(s) and provides 24x7 support.

| Managed Application Service | Available on CenturyLink Cloud Managed Windows | Available on CenturyLink Managed Red Hat Enterprise Linux |
|-----------------------------|---|---|
| Web Server | IIS | Apache |
| Middleware | | Tomcat |
| Database | Microsoft SQL 2008 | MySQL |
| Directory Service | Active Directory 2008 | |

MySQL Database Replication

Customer can increase MySQL database availability by purchasing the CenturyLink Cloud Managed MySQL Replication Service that can be added on to the standard Managed MySQL service for an additional fee and all Customers who purchase the Managed MySQL Service acknowledge and agree that they do so subject to the any applicable terms and conditions. MySQL Replication includes replication setup (master-master, master-slave), enabling replication session monitoring, and managing failover and fail-back.

Managed OS and Managed Application Support Services

The following table describes the typical operational support services and requests that may arise for Managed OS and Managed Applications provisioned on the CenturyLink Cloud platform. In the event Customer initiates a service request for tasks that are not described in the tables below, CenturyLink reserves the right to charge the customer on an hourly basis for a requested task. Please contact your CenturyLink account executive for service charge details.

| Managed OS | Task |
|--|--|
| Maintenance and support | <p>Monitors and tests on-going OS patches posted by OS software vendors, creating hardened image available for installation</p> <p>Implements requests for OS patches</p> <p>Coordinates with Customer a mutually agreeable maintenance window to apply requested patches</p> <p>Defines user policy and administration</p> <p>Responds to notification of Managed OS Service interruptions</p> <p>Generates email notifications of scheduled maintenance to technical contacts in time to provide 48-hours (two working days) notice</p> <p>Provides access to live OS support (24 hours per day, 7 days per week, and 365 days per year)</p> |
| Support Offerings Provided for Managed Applications Services | Notes |
| 24x7x365 health monitoring and incident resolution of the managed applications (i.e., IIS restarts, MySQL error) | Does not include application performance issues within managed application services. |
| Application hardening via security policies | Implements application hardening per CenturyLink security policies. Any additional settings, not included in CenturyLink's security policies, may incur an additional hourly billable charge. |
| Planned application maintenance | Generates email notifications of scheduled maintenance to Customer in time to provide 48-hours (two working days) notice. |
| Troubleshooting managed | CenturyLink will investigate any Service interruptions for the managed application upon request. Any troubleshooting that impacts non- |

| Managed OS | Task |
|--|---|
| application performance | managed services (e.g. Customer's VPN, co-location hardware etc.) is an additional billable support engagement. |
| Updates to managed applications via hot-fix or patch | Hot-fix installation is available upon request. |

Import Server

Except for Bare Metal servers, the Import Server page in the Control Portal allows Customers to import their existing Windows or Red Hat virtual servers into the CenturyLink Cloud. Servers can be uploaded into any cloud data centre. Customers can choose the account, group, server type, storage level, and VLAN for the imported server.

Policies

The Policies page in the Control portal allows customers to create unique rules or parameters to help manage server operations. For example, policies can alert users to usage peaks or CPU memory and disk utilisation thresholds. Users can be notified to take action, or the policies can auto-correct server settings based on preferences established by users.

Alerts

Alert policies can be set up by Customer to allow for notification via email, webhooks, and the Control portal based on customised threshold criteria. Customers can apply alert policies to entire server groups or individual servers, excluding Bare Metal servers.

Autoscale

CenturyLink Cloud supports both Vertical Autoscale and Horizontal Autoscale which can be applied to Standard server instances.

Vertical Autoscale policies can be set by users to scale CPU allocation up and down based on CPU utilisation. Users can specify the CPU range for the Vertical Autoscale policy, threshold period of time, and increment of CPUs to scale up or down. A scale down time window can also be specified as scale down events require a reboot to complete. This policy cannot be applied to Bare Metal servers.

Horizontal Autoscale can be set by users, allowing for groups of virtual servers that meet a user-defined CPU and/or RAM utilisation threshold to be scaled out/in by powering on or off one (1) or more additional virtual servers in the group.

Note: A server that has a Vertical Autoscale policy set cannot be part of a horizontally autoscaled group.

Anti-affinity

Anti-affinity groups can be created to provide an even distribution of virtual machines across different physical hosts. These policies are applied when servers are added to an existing anti-affinity pool.

Cloud Application Manager

Cloud Application Manager enables the customer to automate deployment, enable cost control and user governance, auto scale and manage applications and infrastructure across public clouds (i.e. AWS, Azure, CenturyLink Cloud) and private clouds (via OpenStack and VSphere).

In addition, Cloud Application Manager enables customers to manage their own environments or allows CenturyLink to manage environments on customer's behalf. This product provides the flexibility of choice in determining where to deploy and manage the application lifecycles: on-premises, hybrid, hosting, colocation and 3rd party cloud, or service provider environments. Additionally, customers can dynamically choose which workloads are customer-managed and/or which workloads CenturyLink

manages. The default is customer-managed workloads, however, customers may choose to have CenturyLink managed options, which may incur additional cost and additional terms and conditions.

The primary capabilities of Cloud Application Manager focus on:

- **Application Lifecycle Management:** Model workloads and manage the application from the build phase through to pre-production, deployment and run-state scenarios. Once deployed, the automation enables customers to scale, update, and migrate applications across multiple environments.
- **Managed Services Anywhere:** Within the platform, customers can choose to have CenturyLink manage their workloads, which includes monitoring, patching and remote administration. This is done through automation and communication with the CenturyLink Managed Service teams.
- **Cloud Optimisation:** By procuring AWS and Azure services through CenturyLink, the platform provides consolidated billing, optimizes spend on the respective Cloud Service Provider, utilisation reporting, log-health monitoring, and chargeback. This feature is only available for Azure and AWS when those services are authorised and procured through the Cloud Application Manager. Certain geographic and/or customer segment restrictions apply.

When the Cloud Application Manager is used to consume Azure and AWS services, CenturyLink oversees the financial obligations on the Customer's account and provides a consolidated bill along with other CenturyLink services.

For additional information on Cloud Application Manager features and functionality, see the Cloud Application Manager Service Guide: www.ctl.io/legal/cloud-application-manager/service-guide/

Blueprints

CenturyLink Cloud Blueprints ("Blueprints") are executable templates that can create servers, install software, and execute scripts for Standard servers only. Most major operations within the CenturyLink Cloud Service are executed as Blueprints and customers can also define their own Blueprints to assist in DevOps, deployment and standardised use of the cloud.

Blueprints Queue

The Blueprints Queue shows the status of all Blueprints running within a specific datacentre. CenturyLink provides publicly available Blueprints and users can create private Blueprints to be shared within their account.

Blueprints Library

The Blueprints Library lists available Blueprints that can be searched by keyword and filtered by author, solution type, operating system, and company size. A library listing show the name of the Blueprint, the configured compute and storage resources within the Blueprint, cost of deploying the Blueprint, version, visibility, tags, community rating and user reviews. The tabs within the Blueprint show the individual servers contained within the Blueprint and their individual configuration along with the number of packaged scripts and software, the sequence of operations within the Blueprint itself and bundled software. Users can click the Deploy Blueprint button to launch the Blueprint or be presented with the required user input to launch a Blueprint.

Design Blueprint

The Blueprint Designer provides a four-step process to create a Blueprint. First the user specifies basics about the Blueprint including the name, version, visibility, and description. Servers are added to the Blueprint with user specified quantities, template, and configuration and associated software and scripts. Next, tasks are created and the order of the tasks specified. Blueprints can also be nested within Blueprints as a specified task. Lastly the Blueprint is reviewed and the cost of the Blueprint is provided. The user can submit the Blueprint for publishing.

Scripts & Software

The open source and public domain Scripts and Software catalogues allows users to browse and create script and software parcels. These parcels are configured to run scripts, run executables, and install software. Parcels are postcode file which contain a parcel XML based manifest, executable and

resources. Users can upload both script and software parcels via the control interface and provide metadata describing the parcel and supported OS types.

FTP Users

This Control portal allows users to create an FTP account and credentials for an FTP site used to assist in uploading software and scripts with the platform.

SafeHaven Disaster Recovery as a Service (DRaaS)

The following service description applies to SafeHaven version 5.0. The service description for SafeHaven version 4.0 can be found at [SafeHaven Disaster Recovery as a Service 4.0](https://uk.ctl.io/legal/centurylink-cloud/safehaven4/) (<https://uk.ctl.io/legal/centurylink-cloud/safehaven4/>).

Overview: CenturyLink's SafeHaven software is a distributed software architecture that enables the DRaaS to: deliver group consistency and run book automation for multi-tiered applications, automate data centre disaster recovery orchestration, enable continuous recovery with group consistency and checkpoints, and provide recovery/redundancy for both physical and virtual IT systems. DRaaS also includes a graphical user interface, is compatible with multiple servers, and is available with hypervisors and virtual or dedicated data centres.

As used herein, "data centres" refers to the infrastructure on which SafeHaven Replication Node ("SRN") and CMS are deployed and configured. CenturyLink Cloud services may be utilised as the default production data centre; however, Customer may designate any supported data centre as the production data centre, and the remaining supported data centres would thereby be the recovery data centre.

In addition to the applicable Service Schedule, Customers will also be required to sign a Statement of Work and applicable contract documents for all onboarding activities prior to commencement of DRaaS Services. DRaaS is not available to Customers who click to accept the CenturyLink Cloud Master Services Agreement online.

The SafeHaven software is comprised of certain open source software. Customers must install the relevant software on all desktop or laptop computers that Customer will use for DRaaS administration. Please see the Knowledge Base article [SafeHaven 5: Open Source Components](https://uk.ctl.io/knowledge-base/disaster-recovery/safehaven-5-general/safehaven-5-opensource/) (<https://uk.ctl.io/knowledge-base/disaster-recovery/safehaven-5-general/safehaven-5-opensource/>) for additional details.

DRaaS includes the system components listed below and follows a structural hierarchy in the following order:

- Cluster Layer
- Data Centre Layer
- SafeHaven Replication Node (SRN)
- Protection Group
- Protected VM/Disk

Cluster Layer

A SafeHaven cluster means the group of data centres Customer selects to use with its DRaaS Service. Each SafeHaven cluster can service up to 64 data centres. For CenturyLink Cloud, the data centres are virtual data centres; however a Customer may utilise any combination of virtual data centres and dedicated data centres; provided however, dedicated data centres will require the purchase of certain CenturyLink Managed Hosting services.

A Central Management Server (CMS) is an Ubuntu 16 based lightweight virtual appliance (virtual machine) in a recovery data centre that connects all the data centres/appliances together and provides access to the DR environment via a SafeHaven console (GUI), which is a standalone java client (provided by CenturyLink) utilised to access the SafeHaven cluster.

The console remotely sends commands to the CMS installed at the recovery site (as more fully described below). Commands are encrypted automatically by embedded SSL in the console and the CMS. Customers use the SafeHaven console to administer the DRaaS and manage their DR

environment and initiate point-and-click recovery operations upon individual virtual machines, groups of servers and data drives, or entire data centres. Recovery operations include:

- Migration. Transfer of a Protection Group to a DRaaS recovery site.
- Test-Failover. This operation activates a “clone” instance of a Protection Group at a selected checkpoint in the DR data centre without affecting production activity in the production data centre.
- Failover. This operation activates the replica instance of a Protection Group in the DR data centre at a selected checkpoint.
- Failback. This operation restores a Protection Group to the original production data centre.
- Automatic detection and reporting of SRN failures and Protection Group errors.

Each SafeHaven cluster includes a single active Central Management Server (CMS). The CMS utilizes the SafeHaven virtual appliance installed at the recovery site and is part of the SafeHaven architecture that:

- Receives commands from the SafeHaven console and relays them to the appropriate SRN in the appropriate data centre.
- Monitors heartbeats from the SRNs.
- Receives state information from SRNs and relays it to the SafeHaven console.

Data Centre Layer

The data centre layer is the set of data centres Customer chooses to provision as the recovery site(s) within a cluster via the SafeHaven console.

SafeHaven classifies data centres based on the API used for orchestration of recovery operations and recognises the following five data centre types.

1. CenturyLink Cloud virtual data centre: Disaster Recovery ("DR") orchestration is through the CenturyLink Cloud API for CenturyLink Virtual and Bare Metal Servers. CenturyLink Cloud can be used as the production and/or the recovery site.
2. Amazon Web Services: A third party data centre that can be used as a recovery site for production workloads. Customers may use their own AWS account or purchase AWS through CenturyLink's Cloud Application Manager Services. Cloud Application Manager Services require separate contractual documents to be signed with CenturyLink.
3. Microsoft Azure: A third party data centre that can be used as a recovery site for production workload through Azure APIs. Customers may use their own Azure account or purchase Azure through CenturyLink's Cloud Application Manager Services. Cloud Application Manager Services require separate contractual documents to be signed with CenturyLink.
4. Customer's VMware on Premise: A third party data centre whereby DR orchestration is through VMware vSphere 4.0 (or later release) via API calls to VMware vCenter Server.
5. Manual Production Site or dedicated data centre: A manual site is any site, whether CenturyLink or third party, in which API's are not currently supported by SafeHaven use, however production and recovery sites can be powered on and off manually. Manual meaning there is no console for Customers to administer remotely. There is no orchestration via API for manual production sites, but the DR site (CenturyLink Cloud, AWS or Azure) is fully automated. This data centre type can also be used to provide DR protection for physical servers, standalone ESXi hosts, CenturyLink Private Cloud on VMware Cloud Foundation platform, Dedicated Cloud Compute platform, and servers virtualised with Hyper V Generation 1.

For Clauses 2-5 immediately above, where the data centre type is identified as third party, the following additional conditions apply: Where Customer is using their own account, Customer is solely responsible for configuring their account(s), using the third party services in a manner that provides security and redundancy, including enhanced access controls, encryption and backup, and ensuring CenturyLink has all appropriate permissions, credentials and access in order for CenturyLink to perform installation

and configuration of SafeHaven. CenturyLink is not responsible or liable for any losses or damages related to the third party services, (direct or via any indemnity) including any liability, losses or damages related to unauthorised access or content or data loss and any losses or damages arising from or related to the installation and operation of SafeHaven on third party systems.

For all 5 data centre types above, Customer is fully responsible for performing operations required to control and manage the Service including failover, fallback, encryption and data management requirements and other operations documented in these ["Disaster Recovery" Knowledge Base articles](https://uk.ctl.io/knowledge-base/disaster-recovery/overview/#1) (<https://uk.ctl.io/knowledge-base/disaster-recovery/overview/#1>). Any required network or internet connectivity between any of the data centre types listed above is solely the responsibility of the Customer. Customer acknowledges that CenturyLink's responsibility herein is related to enabling production and recovery environments and storage as detailed herein and such responsibility does not extend to any information, data or content that the Customer may send and/or store within such production or recovery sites. Customer is solely responsible for all data or content, in transit and at rest, whether in the DR or Production environment or in the storage space on disc as detailed in SRN layer below. CenturyLink is not liable for any losses or damages direct or via indemnity related to such data or information including any liability, losses or damages related to unauthorised access or content or data loss.

SRN Layer

The SRN is an Ubuntu 16 based lightweight virtual appliance (virtual machine) which transfers and retains production data. This layer includes all SRNs provisioned within the SafeHaven cluster. Each SRN is associated with a data centre as shown in the SafeHaven hierarchy. A given data centre may include an arbitrary number of SRNs. The SRN virtual appliance which is a component of the SafeHaven software is set up to automatically:

- Provision and delete Protection Groups (as more fully described below).
- Generate and maintain a replica image of each Protection Group in a remote data centre.
- Generate and maintain a scrolling log of up to 2048 checkpoints for each Protection Group.
- Relay SafeHaven commands from the CMS to the cloud management layer and/or IT infrastructure.
- Transmit a heartbeat to other SRNs and the CMS.
- Relay state information to the CMS.

SRNs replicate at the LUN level transmitting updated blocks for each Protection Group to a peered SRN in a remote data centre. Although each active Protection Group has a replica in only one other site, an SRN may support a set of Protection Groups that each have replica instances in distinct remote data centres.

Customer is responsible for purchasing and providing the following additional storage requirements or CenturyLink may not be able to provide the Service:

- Customer must provide the required amount of disk space (i.e. "storage pool") so the SRNs can perform their operations. The SRN will utilise the disk space made available by the Customer. Customer's failure to maintain adequate disk space will cause the SRN operations to fail and will affect CenturyLink's ability to provide the Service.
- The production SRN must be provided with a storage pool of sufficient size to mirror the protected VMs.
- The recovery SRN must be provided with a storage pool of sufficient size to host the protected VM disks inside the recovery site.
- SRNs must also have enough storage for Protection Group checkpoints. The amount of storage allocated determines how many checkpoints will be retained in the checkpoint history.

Protection Groups

A Protection Group is a set of servers and hard disks grouped by SafeHaven that failover and fallback together to the same instant in time and are shut down and brought-up according to a prescribed

recovery plan. Each Protection Group corresponds to a distinct set of servers and hard disks replicated to a remote site by SRNs. When protecting a multi-tiered application, administrators should provision a Protection Group that includes the set of all servers and hard disks that participate in the multi-tiered application. SafeHaven is set up to allow the applicable systems to recover via a remote data centre with mutually consistent data images as they were at specific instances in time. Each data centre within a cluster can include both active Protection Groups and replica instances of remote Protection Groups.

Protection Groups are logical mappings between the production and recovery servers. Protection Groups are created from within the SafeHaven console and users have the choice to either include one or multiple servers inside a single protection group. All the recovery operations are initiated from a Protection Group level.

Protected VM/Disk

Write traffic for each protected VM and hard disk is locally and synchronously mirrored within the production data centre so that it is written both to the primary data store and also to a local SRN. For Windows Server Operating Systems 2008R2 and later, the SafeHaven local replication agent is employed and in Linux Operating Systems, Rsync is employed.

Checkpoints

SafeHaven checkpoints correspond to LUN-level Copy on Write snapshots and are block-consistent representations of a Protection Group at an instant in time.

Open Source Software

DRaaS uses SafeHaven software to employ the relevant open source software. Details of the various components can be found in the Knowledge Base article [SafeHaven: Open Source Components](https://uk.ctl.io/knowledge-base/disaster-recovery/safehaven-4/safehaven-4-opensource/) (<https://uk.ctl.io/knowledge-base/disaster-recovery/safehaven-4/safehaven-4-opensource/>). All users of the Service are subject to the terms and conditions of any applicable open source license agreements.

Termination

Due to the self-service nature of the Service, upon termination of the DRaaS Services, Customer is responsible for deleting all SafeHaven software, any related cloud infrastructure and components employed to provide the Service and any and all data or content Customer chose to replicate and/or store to an applicable data centre while using the Services.

Network

VLANs

The Service provides the ability to create complex network topologies to securely segment application tiers or entire systems. Using the Control portal, customer can provision private VLANs and delete unused ones. Each customer gets an initial private VLAN to use and can add more VLANs (for a fee) up to a total of 3 VLANs per account.

External Public IP Addresses

The Service provides optional external IP addresses (for a fee). Customers can use Public IP addresses provided by the Service through Network Address Translation (NAT).

Firewall

By default, all external network access to servers in the Service is turned off by firewall policy. Users may open external access to servers by creating the appropriate firewall policy. Users are responsible for the security implications of the firewall rules they create.

Firewall policies may be created enabling network connections within a data centre ("Intra Data Centre") and/or network connections across data centres ("Cross Data Centre"). Users may specify the Source and Destination accounts in the Control portal, networks/subnets, specific IP address ranges and ports exposed by firewall policies.

A firewall Change Log displaying recent activity is also available on the Firewalls portal page.

Internet Bandwidth Billing

The Service uses a data transfer billing methodology for internet bandwidth usage. Outbound network traffic from CenturyLink Cloud to the Internet is metered on a gigabyte transfer basis and there is a gigabyte charge for internet bandwidth. Inbound traffic from the Internet to CenturyLink Cloud is free of charge and not metered. Intra Data Centre and Cross Data Centre traffic is not charged for or metered at this time.

Each data centre with CenturyLink Cloud Services is connected to the Internet via redundant, high-speed connections. In addition, each location is connected using multiple providers, with multiple major Internet backbones into each facility. This approach decreases the likelihood of customer downtime during carrier outages and helps ensure more reliable connectivity.

VPN

Standard Client-to-Site VPN

Each customer gets a dedicated VPN server for establishing client access to their cloud network. Users can set up standard client-to-site VPN connections by installing the Open VPN client for Windows or Apple OS X as directed in the portal and in the Knowledge Base.

VPN certificates may be created, downloaded and deleted. VPN settings are editable. VPN servers can be restarted through the Control portal. The maximum number of client VPN connections is 19.

Site-to-Site

VPN

The CenturyLink Cloud platform offers self-service support for configuring gateway-to-gateway, persistent IPsec VPN Tunnels. This model protects communications between two specific networks, such as an organisation's main office network and a branch office network, or two business partner's networks. The Control portal supports creating and deleting IPsec VPN Tunnels, but not editing. Users can delete and create IPsec VPN tunnels when a change is needed.

Services

The Services section of the CenturyLink Cloud Control portal provides both platform services and higher-level functions that leverage and compliment servers, networks and blueprints. These services include object storage, DNS, site redirect, SMTP relay, load balancer, and backup.

Relational DB Service

Relational DB Service is a Database as a Service (DBaaS) offering powered by CenturyLink Cloud Servers. Relational DB Service provides immediate access to a MySQL-compatible or MSSQL database instance and includes daily backups. Users have the option to purchase replication for high availability.

Relational DB Service includes:

- All applicable licensing and software assurance related to the database server instance
- Configuration of database server instance
- Deployment of a default schema for MySQL instances
- Basic monitoring of OS resources and general health
- Daily Backups with configurable backup time and retention up to 35 days
- Point-in-time restore from backup capability
- Database and OS patches
- Database configuration
- Replication configuration (if purchased)
 - SQL: In-datacentre replication with auto-failover
 - MSSQL: In-datacentre or cross-datacentre replication with push-button failover
- SSL certificate provided, giving customers the option to encrypt their data in transit

- Private routing for MSSQL instances, provisioned to customer's VLAN
- Logging visibility
- Server metrics available in real-time and history (CPU, Disk, Memory)
- Real-time log monitoring of database related logs

Relational DB Customers can initiate the following tasks via automation:

- Create and delete database instances
- Download SSL Certificate
- View backups
- Change backup time
- Change backup retention
- Deletion of backups
- Manual failover (if replication is purchased)
- Scale CPU, RAM and storage of the instance by single increments
- Create and modify notifications
- Create and update configuration profiles and unique database configuration parameters for MySQL instances
- Perform a point-in-time restore from backup

Relational DB Customers can use any MySQL/MSSQL client to manage the database instance. For example:

- User identity and access management
- Auditing
- Database tuning & analysis
- Connect to the database with a SSL encryption key created for you
- Manage table and index partitioning
- DDL and DML
- Monitor the database using 3rd party tools

Object Storage

Object Storage is a storage service for digital assets stored in "buckets." The object storage service replicates a single object three times within the selected region. User accounts are created for object storage and given an access key and secret access key. Users can also define bucket access permissions per group and user. The Object Storage service is Amazon S3 compatible so users can use Amazon S3 compliant tools and API commands to access the objects.

DNS

The DNS service allows users to purchase a DNS zone and specify time to live. Once the DNS zone is created, resource records can be created, modified and deleted covering A, AAAA, CNAME, KEY, LOC, MX, NS, SOA, SRV and TXT resource record types. This service can be used to create geo-load balancing traffic distribution based on rule set and weighted or geo-targeted definitions. Users can map multiple host names to a single service in order to service multiple websites or map a single host name to multiple machines leveraging simple DNS provided load balancing.

Site Redirect

Site Redirect is an option that enables the ability to do a HTTP based redirect of a web site domain name to any URL. Once configured in the Control portal, Site Redirect can take up to 1 hour to replicate the redirection settings.

Intrusion Prevention Service

The CenturyLink Cloud Intrusion Prevention Service ("IPS") is a critical security component for helping to prevent business disruption, securing a cloud environment, and satisfying certain compliance standards. IPS leverages industry-leading technology from Trend Micro. A host-based IPS agent is deployed on a Customer's VM to provide enhanced security protection for customer critical data. The agent uses vendor defined signatures combined with host operating system details to create a unique host-specific configuration policy designed to proactively mitigate potential attacks on the host.

A default policy is implemented on each VM that is then automatically tuned based on the host operating system and installed applications. If a vulnerability is identified, the system will log it, take appropriate action, and report on it based on the IPS policy. IPS is provisioned via Blueprints through the Control portal.

Load Balancer

The CenturyLink Cloud Service offers both dedicated and shared load balancers. This service is delivered via highly available devices. Shared load balancers are managed through the Control portal, while dedicated load balancers are managed outside the Control portal. The table below provides performance specifications for the load balancing options. Shared load balancers are used by multiple clients within a given data centre, so client specific performance may vary.

| Feature | Shared | Dedicated |
|---|---------------------------------|---|
| Control self-service | Yes | No |
| Availability | Highly Available pair | Single Instance or Highly Available pair options available |
| Load Balancing VIP Ports | TCP/80 & TCP/443 | Any |
| Load Balancing Algorithms | Round Robin Least Connection | Citrix Complete Listing (http://support.citrix.com/proddocs/topic/netScaler-load-balancing-93/ns-lb-customizing-lbalgorithms-wrapper-con.html) |
| Costing model | per VIP (NLB Group) | Per Device: VPX-200 or VPX-1000 available in both Standard or Enterprise Edition |
| Responsibility for Support & Management | CenturyLink Cloud | Customer via CLI or Web based UI |
| Performance | HTTP throughput: up to 400 Mbps | HTTP throughput: Up to 400 Mbps |

| Feature | Shared | Dedicated |
|----------------|--|---|
| | Performance is shared among all clients | SSL encrypted throughput: Up to 400 Mbps HTTP compression throughput: Up to 350 Mbps SSL VPN/ICA Proxy Concurrent Users: Up to 1500 New SSL requests/second: Up to 750 |
| SSL Offloading | No | Yes, Customer Configured |
| Health Checks | Yes, TCP and PING | Yes, Customer Configured |

When creating a load balancer group on the shared load balancer, the user can specify the group name, description, port, method, persistence and IP address assignment. Upon creating a load balancer configuration, a Virtual IP (VIP) is assigned and shown to the user.

Available options include:

- Port – 80 – HTTP or 443 HTTPS
- Method – Round Robin or Least Connection
- Persistence – Standard or Sticky

A log of recent activity, billing summary and bandwidth history is available on the load balancer Overview page in the portal.

- Shared load balancers are configurable in a self-service fashion.
- Customers can log in directly to their dedicated load balancers.
- With the shared load balancers the external IP sits directly on the load balancer.
- With a dedicated load balancer the VIP is an internal IP. In order to provide external access a MIP/NAT must be added to the firewall which points to the internal VIP.
- If Customer wants to use a load balancer to access an internal VIP over their site to site VPN they must use a dedicated load balancer. It is not possible to access an internal VIP on the shared load balancer over a site to site VPN.
- All shared load balancers are in a High Availability pair. If either node goes down there will be no downtime. Dedicated load balancers can be put in a HA pair by request.
- Load balancer pools can include parent account servers. "Share parent networks" must be set before user can provide IP addresses of parent servers.
- MIP's are not accessible from within the datacentre. If you need to reach a public IP from both inside and outside the datacentre, you need to use the shared load balancer.

Simple Backup Service

The CenturyLink Cloud Simple Backup Service ("SBS") provides secure, file-level backup and restore of your important data. A host-based backup agent is deployed on a Customer's CenturyLink Cloud VM, Bare Metal Server, or a customer-owned and managed host to provide enhanced backup/restore protection for customer critical data. The agent applies policies defined by the customer to store data

on the CenturyLink Cloud VM, Bare Metal Server, or a customer-owned and managed host, backs it up to a customer specified storage region over the internet, and retains the data according to the policy.

Runner

Runner is a hybrid IT management tool capable of automating infrastructure and providing control of devices in data centres on on-premises. It can also scale infrastructure in any cloud environment.

Powered by Ansible

- Leverages the power and functionality of Ansible and exposes it to integrate cloud and on-premise connectivity.
- State-based, massively parallel and repeatable.

Simple Control Panel

- Create, schedule and run jobs from either the dashboard or via API.
- Monitor and report on status, and easily share.

Automated Infrastructure

- Fast and easy automation of infrastructure in any cloud or data centre.
- Provision, configure and deploy environments with CenturyLink Cloud, third-party cloud providers, and on-premises.

Focused on Reuse

- Public Shared jobs can be run from within our Marketplace. No Ansible knowledge required.

Network Exchange

The CenturyLink Cloud Network Exchange provides a secure, high-speed, redundant, private network using CenturyLink Cloud Network Service ("CNS") to connect CenturyLink Cloud environments to other CenturyLink provided environments, such as Dedicated Cloud Compute ("DCC"), so long as both environments are within the same CenturyLink data centre. Both the CNS and the DCC Services require Customer to execute the Managed Hosting Schedule and each have separate Service Guides, SLAs and ordering processes. Network Exchange is ideal for hybrid environments and applications as well as storage and backups. Network Exchange utilises the Control portal for setup and management, coupled with CenturyLink Cloud network automation and pre-deployed network infrastructure. The Cloud Network Exchange Service will be provided at no charge until January 1, 2017 and thereafter CenturyLink will commence billing for usage charges. CenturyLink does not charge for CNS when ordered with the CenturyLink Cloud Service.

Account

The Account section of the Control portal user interface provides overall account management functions including governance, user access billing, user interface customisation and activity history.

Info

The Information page displays overall customer information including business name, address, contact information and time zone.

Billing

The Billing tab provides billing summary information including month to date billing, and the estimate of the current month. The billing history tab shows specific credits and debits against the account. The payment method tab allows customers to update or change payment options and details. The Billing Details tab shows the global discount applied toward the account, purchase order details, monthly commit details if applicable, payment terms and contract expiration date if applicable.

Sub Accounts

Sub accounts allow separate accounts to be created but maintain a hierarchical relationship between parent and child accounts. This can be useful for control and governance features where different legal entities or lines of business within an enterprise may want their own chargeback information, billing

detail and different pools of users for access. This feature is also useful for customers reselling CenturyLink Cloud or using it to deliver SaaS or System Integration activity where customer specific billing history must be maintained.

Multiple subaccounts can be created and there can be multiple subaccounts under subaccounts for businesses with complex resale, governance or access requirements. Parent networks can be shared with subaccounts as well as branding and data preferences passed from the parent to the subaccount. When the subaccount is created, a primary datacentre is also declared as part of the subaccount definition. This primary data centre is the default datacentre selected when new resources are created.

Users

The users tab allows Customers to add additional users to their account. Name, email address, and username are required. Additional optional information can also be provided (e.g., title, phone numbers, etc.). CenturyLink Cloud supports Security Assertion Markup Language 2.0 ("SAML") based on Single Sign-On ("SSO") to the Control portal, which provides Customers with control over the authentication of their hosted user accounts and who can access the Control portal. Using the SAML model, CenturyLink Cloud acts as the service provider and Customer acts as the identity provider controlling usernames, passwords and other information used to identify and authenticate users for the Control portal. Customers who wish to integrate CenturyLink Cloud with a single sign-on solution using a SAML based server may do so by clicking the Authentication sub tab and specifying SAML Authentication details including SSO IdP URL, Signing Certificate Key and Encryption Certificate Key.

Permissions

The CenturyLink Cloud user security model has eight roles that map to unique personas within an organisation and help customers apply a least-privilege approach to their cloud environment. The user security model cascades throughout the user interface and v2 API. A user can be part of multiple roles, and the Control portal user interface recognises which role(s) a customer has and adjusts accordingly. Below is a brief description of each role:

- **Account Administrator** can perform any provisioning and management tasks available in the cloud platform
- **Server Administrator** cannot change account-level settings or some networking services, but has full permission to create and manage virtual server infrastructure
- **Server Operator** has day-to-day management permissions but cannot add public IPs, create load balancer pools, or change policies
- **Security Manager** can change account settings, user permissions, and firewall policies, but cannot build or manage virtual resources
- **Network Manager** can configure and maintain network settings like DNS, VPNs, vLANs, and firewall policies
- **DNS Manager** has permission to manage DNS zones
- **Billing Manager** has access to billing history and payment information
- **Account Viewer** has read-only access to all aspects of the cloud platform, and cannot initiate changes or create resources

Once a user is created, Area permissions can be applied to the specific user account including Account Admin permissions which give the user full access to all resources and settings on the account, Billing Admin, Domain Admin and Premium Server Admin permissions.

Administrators also have the option to require all users to login via SAML. If enabled, this feature will automatically forward users, who attempt to login via Control portal, to the specified SAML login page. This "forced path" offers greater compliance with enterprise policies. In addition, administrator can toggle this feature to all subaccounts.

Notifications

The notification page allows the customer to specify specific users as Primary, Secondary, Billing and Billing carbon copy points of contact for CenturyLink.

API

When user accounts are created, they do not by default have access to the API. An API user account must be created within this page by providing an Email address. The system then generates the API key and password within the portal for API authentication. Webhooks send push notifications to a user specified HTTP endpoint. This prevents a developer from having to constantly poll the API to check status as the CenturyLink Cloud webhook will tell the customer provided URL that a specific event occurred. Webhooks are available for many events including account, server and user creation/deletion/update.

The API is available via both a SOAP (XML) and HTTP (XML/JSON) web services. Software development kits are available for both [Java](https://github.com/CenturyLinkCloud/clc-java-sdk) (<https://github.com/CenturyLinkCloud/clc-java-sdk>) and [.Net](https://github.com/CenturyLinkCloud/clc-net-sdk) (<https://github.com/CenturyLinkCloud/clc-net-sdk>) environments. The API is documented online via the [CenturyLink Cloud Knowledge Base](https://uk.ctl.io/knowledge-base/). (<https://uk.ctl.io/knowledge-base/>)

Tickets

The Tickets page allows a customer to view open tickets and their status along with create new tickets. Customers can also send an Email to noc@ctl.io to create a new trouble ticket.

Activity History

The activity history page allows users to pull complete activity history across the account based on date range, specified accounts and subaccounts, or keyword. Users may also download a comma delimited file from the portal to review and parse the account history.

Settings

The Settings page allows users to customise the Control user experience by adjusting branding, colours, site footers, DNS, customer support details, legal details, create custom fields, customise Email based notifications and adjust account access to specific data centres. This capability enables customers to make the user experience their own. This is useful for Enterprise customers who want brand the service with their own branding and direct end users to internal IT support teams to be the first point of contact before contacting CenturyLink Cloud support. Reseller and wholesalers can provide create their user experience and hide the CenturyLink Cloud details and branding.

Support and Service Management

Support Options

There are three support tiers to choose from: Developer, Professional and Enterprise. Each support tier provides break fix level of support via web tickets to resolve Customer platform related issues. The Professional and Enterprise Support service tiers add phone and chat-based support. The response time service level objective for Professional support is one hour while the Enterprise response time is 30 minutes.

Enterprise support requires at least 160 hours of CenturyLink Cloud Service Engineering.

Customers selecting the Enterprise support tier must purchase a minimum of 160 hours or up to 640 hours per month in support of their account. The work shift for each designated resource is 36 hours per week.

Support Tier Comparison:

| Feature | Developer | Professional | Enterprise |
|--|-----------|--------------|------------|
| Access to forums, white papers, and providing access to the CenturyLink Cloud knowledge base | Yes | Yes | Yes |

| Feature | Developer | Professional | Enterprise |
|----------------------------|-----------|--------------|--------------|
| Break/Fixes | Yes | Yes | Yes |
| Web Tickets | Yes | Yes | Yes |
| Phone/Chat | No | Yes | Yes |
| Response SLA | < 8 hours | < 1 hour | < 30 minutes |
| Service management support | N/A | Available | Available |
| Price | Free | Graduated | Graduated |

The following table describes list of operational support activities and requests offered across CenturyLink Cloud support tiers that may arise for virtual machines (VMs) provisioned on the CenturyLink Cloud platform.

Support Activities provided for Services and Systems Hosted on the CenturyLink Cloud Platform:

| Support Activities | Notes |
|--|---|
| 24x7x365 health monitoring and incident resolution of the CenturyLink Cloud platform's systems (i.e., physical servers, orchestration systems, virtualization management systems, data centre hosting services, network architecture, and storage systems) | Does not include operating systems and/or application performance issues within a Customer's virtual machine (VM). |
| Data backup | Backups utilising single node/non-replicated storage and the number of days are determined by the class of storage provisioned. |

| Support Activities | Notes |
|--|---|
| Data/Server restores from backup | Until this is exposed as a self-service feature it will be provided at no cost to Customers. |
| Network latency/interruption within the CenturyLink Cloud platform (e.g., between servers) | CenturyLink will investigate any network latency and/or service interruptions within the Platform and with our ISP vendors. Any upstream troubleshooting request is a separate billable support engagement. |
| Troubleshooting client-based OpenVPN issues | CenturyLink will investigate any network latency and/or service interruptions within the CenturyLink Cloud Platform and with our ISP vendors. Any upstream troubleshooting request is a separate billable support engagement. |
| Troubleshooting point-to-point VPN issues | CenturyLink will investigate any network latency and/or service interruptions within the CenturyLink Cloud Platform and with our ISP vendors. Any upstream troubleshooting request is a separate billable support engagement. |
| DDOS investigation | Commercially reasonable efforts are employed to mitigate, investigate, and resolve DDOS attacks and/or other security intrusions that affect the shared platform. |
| Troubleshooting SafeHaven Performance | CenturyLink will investigate any performance issues for the SafeHaven software inclusive of SRN, CMS and Console. |
| SafeHaven Software updates | Will require re-installation at the current SafeHaven Installation Service task price. |

Support Pricing

The Developer support tier is provided at no cost. Professional and Enterprise support are fee-based with a graduated scale based on total platform usage, including services like SW licenses, managed operating systems and managed application services.

The scaled model for support fees is as follows:

- The first \$0-\$10k of monthly usage is billed at a rate of 10%.

- The next \$10k-\$80k of monthly usage is billed at a rate of 7%.
- The next \$80k-\$250k of monthly usage is billed at a rate of 5%
- Any usage over \$250k is billed at a rate of 3%.

The following table provides a sample calculation for Profession or Enterprise support fees based on a monthly invoice totalling \$130k. Using the tiered structure above, the support fees would be \$8,400.

| Usage Tier | Actual Usage | Rate | Support Charges |
|--------------|--------------|------|-----------------|
| \$0-\$10k | \$10k | 10% | \$1,000 |
| \$10k-\$80k | \$70k | 7% | \$4,900 |
| \$80k-\$250k | \$50k | 5% | \$2,500 |
| >\$250k | \$0 | 3% | \$0 |

CenturyLink Cloud Service Engineering

The CenturyLink Cloud Service Engineering function provides personalised support services including:

- Performing CenturyLink Cloud Service tasks
- Conducting operational support of the CenturyLink Cloud platform
- Responding to Customer initiated trouble tickets or requests
- Assisting customers in user account management including user creation, management and maintaining resource limits
- Network management; crisis / incident management
- Reporting on overall ticket status; communicating platform change
- Providing customers recommended implementation guidance for the CenturyLink Cloud platform
- Platform environment configuration
- Performance monitoring & analysis using platform capabilities
- Providing consultative platform solutions design
- Configuration and service deployment

Service Engineering is available in 20, 40, 60, 80, 160 and multiples of 160-hour blocks per month. In order for Customers to achieve the Enterprise SLA, at least 160 hours per month of Service Engineering must be purchased. Customers purchasing 160 hours of Service Engineering are required to commit to a one-year service term for the personalised support. Standard Professional or Enterprise support uplift fees also apply. Service Engineering is not available to customers who choose the Developer level of support. Service Engineering hours must be used on a monthly basis and unused time does not rollover to the following month. In the event a customer requires hours in addition to the block of hours purchased, an hourly Service Engineering fee will be applied for hours used beyond the monthly block.

Customers who purchase Service Engineering in less than 160-hour blocks can submit support requests around the clock to the shared pool of engineering resources, however consultative related requests need to be scheduled in advance. Customers who purchase 160 hours or greater blocks of time are assigned a designated person per 160-hour increment within the Service Engineering team as a primary point of contact. This primary point of contact will work a specified shift based on the Customer's needs. Consultative requests are performed during that shift. The 160 hour block of time assumes a designated point of contact working 40 hours per week with a four week per month average and Services are performed evenly throughout the month CenturyLink will begin staffing of 160 hour block resources when Customer orders Service Engineering and may take up to two months to hire personnel.

CenturyLink Cloud Service Engineers are CenturyLink Cloud platform oriented and are knowledgeable on cloud solution architectures but are not operating system or application layer experts. Customers who desire expertise for operating systems or applications are encouraged to purchase Service Management Technical Service Engineers where expertise is available for Windows, RedHat, Database and Applications.

Service Management

CenturyLink can also provide integrated fee-based Service Management for Customers considering Professional or Enterprise Support tiers.

The Service Management Service offers personalised support relationships for Customers of CenturyLink Cloud and other CenturyLink Services. Service Management Client Service Partners assist customers with business lifecycle management and customer experience. Technical Service Engineers provide operating system and application layer expertise across CenturyLink Cloud and traditional managed hosting solutions.

| Feature | Designated TSE and CSP |
|---------------------|---------------------------------------|
| Named contact | Yes |
| Contract terms | Annual |
| TSE hours allocated | 20, 40, 60, 80 or 160 hours per month |
| CSP hours allocated | Minimum 8 hours per month |
| Travel costs | Additional |
| Quarterly reviews | Included (expect travel expenses) |

There are several Service Management tiers to choose from based on designated resources for specific hours per month. Designated resources include a Technical Service Engineer (TSE) and a Client Service Partner (CSP). For pricing, please contact your CenturyLink account executive.

Account Management
The designated Service Management (TSE and CSP) and CenturyLink Cloud Service Engineering

team will work closely with Customer's staff to proactively assist on deployment, development, and IT issues with CenturyLink Cloud technologies and works to address issues in an effective way.

- Orientation and Planning Session—A meeting between the Service Management resources and designated Customer contacts to outline all service elements and establish expectations
- Status Meetings—Regularly scheduled calls or customer meetings providing an overall update on all aspects of the contract
- Resource Facilitation—Coordination of the appropriate resources to help solve/drive Customer's service requests
- Escalation Management—the CSP and/or TSE will promptly escalate issues, if any, and involve the appropriate resources to resolve issues

Service Tasks

CenturyLink Cloud offers individual Service tasks to assist with advert hoc requests for technical services like VM Imports, Data Import/Export, Usage Reporting, Disaster Recovery Testing, and more. Service tasks can be purchased on an hourly basis. A complete list of available Service tasks and pricing can be found at [CenturyLink Cloud Pricing \(https://www.centurylinkcloud.com/pricing\)](https://www.centurylinkcloud.com/pricing)

. Service task estimation and duties are performed during business hours, 9am-5pm Pacific Time.

Technical Account Manager

A Technical Account Manager ("TAM") is a customer advocate and lifecycle business partner for CenturyLink Partners and Customers utilising CenturyLink Cloud.

Key activities for each TAM include:

- Support advocacy
- Problem prevention and resolution
- Promote optimisation
- Collaboration and communication
- Navigation of the CenturyLink Cloud environment and process
- Quality assurance and CenturyLink Cloud feedback

Designated TAM engagements are available to Professional and Enterprise support level customers on a case-by-case basis. Customers may also utilise TAM services for a fee on an as-needed basis.

Professional Services

In the event Customer initiates a service request not described in the Support Activities table in the support section the request will be considered as a professional services request and CenturyLink reserves the right to charge the customer for such requested Services at then current rates or as identified in Customer's applicable support contract.

Definitions

Internal VIP: A VIP on a dedicated load balancer. This will always be an internal IP.

IP: The IP used for the Virtual Server. A VIP includes both an IP and a port. Separate VIP's are required for multiple ports used with the same IP.

LUN Copy on Write: Logical Unit Number (LUN) is a unique identifier used to designate individual or collections of hard disk devices for address by a protocol associated with an iSCSI interface. A snapshot of a storage volume is created using the pre-designated space for the snapshot. When the snapshot is first created, only the meta-data about where original data is stored is copied. No physical copy of the data is done at the time the snapshot is created. Therefore, the creation of the snapshot is almost instantaneous. The snapshot copy then tracks the changing blocks on the original volume as writes to the original volume are performed. The original data that is being written to is copied into the designated storage pool that is set aside for the snapshot before original data is overwritten, hence the name "copy-on-write".

