



Quote # 10407989


Proposal													
Pricing Prepared For			Prepared On		Price Valid Until		Currency		Total Mrc		Total Nrc		
POPSUGAR Inc			03/22/2018		06/20/2018		USD		9,102.04		0.00		
Dedicated Internet Access													
Term		Total Mrc				Total Nrc				# Sites			
1 Year		9,102.04				.00				3			
Location			Universal Service Fund	Summary			Dedicated Internet Services		Local Access		Coordinated Services		
Site Name	Country	Site Address	USF	Mrc	Nrc	# Mb	Mrc	Nrc	Mrc	Nrc	Coordinated Service Type	Asset/Circuit ID	
SAN FRANCISCO CA - L3 POP COMMON DMARC SNFC063Z	USA	111 SUTTER ST SAN FRANCISCO, CA 94104-4545	Interstate	2612.50	.00	1000.000	2240.00	.00	372.50	.00			
CULVER CITY CA	USA	3523 EASTHAM DR CULVER CITY, CA 90232	Interstate	3877.04	.00	1000.000	2240.00	.00	1637.04	.00			
NYCPNYIM-386 PARK AVE S-NEW YORK-NY	USA	386 PARK AVE S NEW YORK, NY 10016-8804	Interstate	2612.50	.00	1000.000	2240.00	.00	372.50	.00			
Product Details													
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 3523 EASTHAM DR CULVER CITY, CA 90232 Off Net Access - Gig-Ethernet (1000 Mb) - [Quantity = 1, Bandwidth = Gig-Ethernet (1000 Mb), Quoted Sub-bandwidth = 1000, Level 3 Class of Service = Premium]			1	1637.04	0.00								
A - 3523 EASTHAM DR CULVER CITY, CA 90232 IP Port - Gig-Ethernet (1000 Mb) - [Quantity = 1, Bandwidth = Gig-Ethernet (1000 Mb)]			1	0.00	0.00								
A - 3523 EASTHAM DR CULVER CITY, CA 90232 IP Logical - [Billing Method = Fixed, Committed Data Rate (CDR) = 1000.000]			1	2240.00	0.00	1000.000	2.24/Mb						
A - 386 PARK AVE S NEW YORK, NY 10016-8804 On Net Access - Gig-Ethernet (1000 Mb) - [Bandwidth = Gig-Ethernet (1000 Mb), Sub Bandwidth = 1000]			1	372.50	0.00								
A - 386 PARK AVE S NEW YORK, NY 10016-8804 IP Port - Gig-Ethernet (1000 Mb) - [Bandwidth = Gig-Ethernet (1000 Mb)]			1	0.00	0.00								
A - 386 PARK AVE S NEW YORK, NY 10016-8804 IP Logical - [Billing Method = Fixed, Committed Data Rate (CDR) = 1000.000]			1	2240.00	0.00	1000.000	2.24/Mb						
A - 111 SUTTER ST SAN FRANCISCO, CA 94104-4545 On Net Access - Gig-Ethernet (1000 Mb) - [Bandwidth = Gig-Ethernet (1000 Mb), Sub Bandwidth = 1000]			1	372.50	0.00								
A - 111 SUTTER ST SAN FRANCISCO, CA 94104-4545 IP Port - Gig-Ethernet (1000 Mb) - [Bandwidth = Gig-Ethernet (1000 Mb)]			1	0.00	0.00								
A - 111 SUTTER ST SAN FRANCISCO, CA 94104-4545 IP Logical - [Billing Method = Fixed, Committed Data Rate (CDR) = 1000.000]			1	2240.00	0.00	1000.000	2.24/Mb						

Order Terms and Conditions

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Level 3 Communications, LLC ("Level 3"), a CenturyLink affiliate, as set forth in section 4.
2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability, or otherwise Customer is deemed to accept the increase. Level 3 provides Services in the United States. Services provided internationally may require a Local Country Agreement that will identify the CenturyLink affiliate providing Services.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3.
- (a) The Service in this Order is subject to the CenturyLink Master Service Agreement but has executed a services agreement (including Standard Terms and Conditions) with Level 3 or an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will govern this Order. If there are any inconsistencies between the Affiliate Agreement and this Order, the current standard Level 3 Service Schedule will apply. If Level 3 and Customer have not executed a CenturyLink Master Service Agreement or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, CenturyLink's standard Master Service Agreement and Service Schedule(s) as of the date of this Order will govern this Order. Copies are available upon request. The Level 3 entity invoking the Services is the contracting party.
- (b) Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3 will notify Customer of acceptance or requested Service in this Order by delivering (in writing or electronically) the date by which Level 3 will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Service will continue month-to-month at the expiration of the Service term. Rates are subject to change upon 30 days' notice from Level 3.
- (c) "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 means only an applicable Interexchange Carrier (IXC) network agreement, e.g., CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). In the event of a CenturyLink Affiliate Agreement, (i) Level 3 will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (ii) if Customer cancels or terminates Service for any reason other than Level 3's uncured default or if Level 3 terminates due to Customer's uncured default, Customer will pay Level 3's standard early termination liability charges as identified in Level 3's ancillary change summary, a copy of which is available upon request.
5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
7. Charges for certain Services are subject to (a) a property tax surcharge of 3.75% and (b) a cost recovery fee of 4.25% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes and (b) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary change summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer and Customer shall pay such charges.
9. Equipment provided by Level 3 to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connected services are subject to whether facilities are available at the particular location to complete the connection.
10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where Level 3 does not currently hold a license to provide such Services Customer consents to Level 3 providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Level 3 as its agent to the extent necessary to obtain such Service. Level 3 is licensed in Hong Kong, Japan, Singapore and Australia.

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	Sam Maenen
Title:	CEO + COO
Date:	6/13/18