

Quote: CDN008354
Version: 1.0
Issue Date: 11/22/2021

Prepared for
Ottera, Inc.

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Summary of Services Quoted

CDN Delivery

Included Services and Features:

- * Secure SSL Delivery

Pricing - Ramp Term: 4 months**CDN Delivery****Non-Recurring Charges**

Charge	Region	Month 1
Setup Fee	Global	\$ 0.00

Recurring Charges

Charge	Region	Frequency	Month 1 - 4
Platform Fee	Global	Monthly	\$ 0.00

Global Usage Charges

Charge	Tier	Units	Month 1 - 4
Volume Rate - Achievement	0+	GB's	\$ 0.00180

Secure SSL Delivery**Non-Recurring Charges**

Charge	Region	Month 1 - 4
Setup Fee	Global	\$ 0.00

Recurring Charges

Charge	Region	Frequency	Month 1 - 4
SSL per-Certificate Fee	Global	Monthly	\$ 500.00

Summary of Ramp Charges

Charge Type	Amount
Non-Recurring	\$ 0.00
Recurring	\$ 500.00
TOTAL	\$ 500.00

Pricing - Standard Service Contract Term: 12 months

CDN Delivery

Recurring Charges

Charge	Region	Frequency	Months 5 - 16
Platform Fee	Global	Monthly	\$ 0.00

Global Usage Charges

Charge	Tier	Units	Months 5 - 16
Volume Rate - Achievement	0+	GB's	\$ 0.00180

Secure SSL Delivery

Recurring Charges

Charge	Region	Frequency	Months 5 - 16
SSL per-Certificate Fee	Global	Monthly	\$ 500.00

Summary of Term Charges

Charge Type	Amount
Non-Recurring	\$ 0.00
Recurring	\$ 500.00
TOTAL	\$ 500.00

Summary of All Charges

Charge Type	Amount
Non-Recurring	\$ 0.00
Monthly Recurring	\$ 500.00
Monthly Usage Commit	\$ 18,000.00

Summary of Commits

Customer agrees to utilize 10,000,000.00 GB's of CDN Delivery Service such that the Contributing Usage Amounts equal at least \$ 18,000.00 monthly (for Customer content served from the facilities located in the Level 3 Region of Global) during the Service Term.

Additional Notes

Excludes in-region delivery for South Korea, Australia, Indonesia, and the Philippines

Notwithstanding anything to the contrary, if the Services in this Order are canceled within 30 days from the Service Commencement Date, Customer shall pay for charges incurred through the termination date but will not be subject to the applicable early termination fees set forth in the Agreement. If any of the Services in this Order are canceled after the 30th day Customer is subject to the termination charges per the Agreement.

Terms and Conditions

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order.
This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, Lumen 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.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen) and 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, Lumen is not liable for such services.
4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Services Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group, but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule version v1.041421 at: www.lumen.com/ancillary-fees.
"Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") 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, or other Lumen approved service agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.
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 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 Lumen 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 Lumen, 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 Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen 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 and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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 as of October 1, 2021, visit www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>; and (ii) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule version v1.041421, available at www.lumen.com/ancillaryfees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service and Customer will pay such charges that will appear on Customer's first invoice following the Service Commencement Date.
9. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.
10. "Contributing Usage Amounts" means those usage charges for Service paid by Customer during the relevant billing cycle.

Customer submits this Proposal as a Customer Order

Tax Exempt ☐

11/29/2021

Authorized Customer Signature

Date of Customer Order

Craig McElowney

Chief Technical Officer

Printed Name

Title