

Order Generation Date: 6/18/2020 9:23:08 AM Cutoff/Expiration Date: 8/2/2020 Currency: USD



Customer Information	Account Information	Prepared By
Name: Education Affiliates, Inc Primary Contact: Primary Contact Phone: Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 4051550 Billing Account: Billing Address: 1700 Union Ave Ste B Baltimore, MD 21211 Contract ID#: 1174741 (Internal Use Only)	Name: Frank McClure Phone: 8012925700 Email: frank@carriersvcs.com Sales Rep: MORFORD, RUTH

## Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Data Bundle	1	3949 S 700 E SUIT 150 SALT LAKE CITY UT 84107	IQ Networking Port - Internet	Adtran NV5660 Copper Pro 8x5 NBD GIG E 100M 100 Mbps Flat	36 Months	\$420.00	\$0.00	
Local Access	1	3949 S 700 E SUIT 150 SALT LAKE CITY UT 84107	ELA Native Single- CoS Low	CenturyLink (CLPA) GIG E 100M	36 Months	\$550.00	\$500.00	\$500.00
Service Sub Total:			\$970.00	\$0.00				

CenturyLink provides CenturyLink IQ Data Bundle services under: (a) the Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access and Rental CPE Service Exhibits.

CenturyLink IQ Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE. The bundle type appears in the first "IQ Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Schedule applies. A copy of the Building Extension Service Schedule is available upon request.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 970.00	\$ 0.00

<sup>&</sup>quot;Terms and Conditions for CenturyLink IQ Data Bundle Offer"



## **Terms and Conditions Governing This Order**

- 1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.
- 2. Prior to installation, CenturyLink 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 CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). 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, CenturyLink is not liable for such services.
- 4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("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 CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink 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 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 CenturyLink 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 CenturyLink, 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 CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink 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 per month property tax surcharge and (b) a per month cost recovery fee 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 <a href="http://www.centurylink.com/taxes">http://www.centurylink.com/taxes</a> or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).
- 8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.



9. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Order amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Order only, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

Customer: Education Affiliates, Inc		
Authorized Signature		
Autilynzed Signature		
Jean Man		
Name Typed or Printed		
Name Typed of Filmled		
IT Director		
Title		
, ,		
6/25/2020		
Date		