

## CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page

This CenturyLink® Total Advantage® Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and **BANNER PHYSICAL THERAPY** ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **March 17, 2018** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

**1. Services.** CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: <http://www.centurylink.com/legal/DTCAv80.pdf>, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

The following Services are Incorporated into the Agreement:

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CenturyLink will charge Customer, and Customer will pay, the rates set forth in a signed CenturyLink issued quote for Service, which will reference this Agreement. The Initial Service Term is set forth in the quote.

## 2. Rates

**2.1 Rate Changes.** Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.

**2.2 Additional Charges.** Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.

## 3. Term and Termination.

**3.1 Term.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.

**3.2 Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.

**4. Amendments.** At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

**CUSTOMER: BANNER PHYSICAL THERAPY**

**CENTURYLINK SALES SOLUTIONS, INC.**



Authorized Signature

Deanna Kelly

Name Typed or Printed

Vice President

Title

1/31/18

Date

Authorized Signature

Name Typed or Printed

Title

Date

## 911 EMERGENCY SERVICE ACKNOWLEDGMENT:

Customer Initials: \_\_\_\_\_ I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES, AND IN THE PROVISIONS APPLICABLE TO MY VoIP SERVICE ("VoIP PROVISIONS") IN THE DT&C AT <http://www.centurylink.com/legal/DTCAv80.pdf>.

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Customer's Address for Notices: 1700 Union Ave, Attn: General Counsel, Baltimore, MD 21211;



**TERMS AND CONDITIONS**

1. **Additional Terms and Conditions.** Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.
2. **Payment.** Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check.
3. **Notices.**
- (a) All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (b) **Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com), except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (c) **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
4. **Credit Approval.** Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.
5. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. 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.
6. **Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.
- (a) **Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.
- (b) **Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not apply.
- (c) **Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages.
- (d) **Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.
7. **911 Emergency Services-VoIP.** You are purchasing a VoIP service (Hosted VoIP and CenturyLink IQ SIP Trunk Service, Analog VoIP Service, SIP Trunk Service, Managed Office Service, Managed Office Essentials, Core Connect, or HCS Service) from CenturyLink. The Federal Communications Commission (FCC) requires us to inform you about possible limitations to 911 access when using VoIP. VoIP is provided through an Internet connection rather than over the traditional phone network. This presents special challenges for 911 service. It is important for you to understand those challenges and your responsibilities. Below are some specific limitations of 911-calling with your service. Please see additional important limitations in the VoIP Provisions. **CENTURYLINK RECOMMENDS THAT YOU AND YOUR END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING 911**
- WARNING** **POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ THIS SECTION CAREFULLY, AND INITIAL THE 911 ACKNOWLEDGEMENT.**
- (a) **Location Limitations.** (including choice of telephone number (TN)). 911 emergency services may not be available or may be sent to an incorrect emergency service provider under certain circumstances, including: (i) when your service is initially installed - on average less than 24 hours, but possibly up to 72 hours due to the time required to update 911 databases; (ii) if you use your service at a location other than where it was originally installed, or if you move your handset or soft phone ("Device") without following processes designated by CenturyLink. **Note:** Some, but not all, CenturyLink VoIP services allow temporary moves of your Device. If temporary moves are permitted, your VoIP Provisions include the process required to temporarily change your 911 address. The FCC makes it your responsibility to keep your location address updated in CenturyLink's 911 records; (iii) if you select a TN associated with a geography other than your physical location (e.g., you chose a Colorado TN when you are located in California).
- (b) **Other Limitations.** 911 dialing from your VoIP Service might fail for reasons other than physical location. For example, the service may fail or become degraded for reasons, such as (i) power outages, CPE failure (e.g., Internet connectivity routers, your data network and equipment, Customer premises switches and routers, and other Devices), cable cuts, or any service or broadband outage or degradation (including failures caused by suspension or termination of the Service); (ii) maintenance or repair work; or (iii) if your area does not have 911 emergency service.
- (c) **VoIP Service-Specific Limitations.** **PBX/IAD (Analog VoIP, Integrated Access, SIP Trunk)** If your VoIP Service is used with a PBX or IAD, depending on the technical capabilities of the PBX or IAD and the options you choose to deploy, the number delivered to an emergency service provider may be different from the number the caller believes is being delivered. For example, a general PBX number may be delivered rather than a station number on a particular floor. In this case, the number sent to the emergency service provider will not be sufficiently specific to locate the site of the emergency on a particular floor. **Remote BLA/SCA (Hosted VoIP, Managed Office, Managed Office Essentials)** The remote bridged line appearance

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("BLA") or shared call appearance ("SCA") VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in 2 separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval. CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with any other CenturyLink VoIP service regardless whether such service includes Hosted VoIP in the package or bundle. Voice Mail Only Seats (Hosted VoIP, CenturyLink IQ® SIP Trunk) 911 dialing is not supported for VoIP seats not associated with a stationary Device (for example, from Voice Mail Only Seats), unless you use another Device to place the call via the click to call feature in your End User portal. Use of SIP Trunk Diversion Headers on 911 Calls (SIP Trunk only) Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with VoIP Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information. 911 Calls from Alien TNs (SIP Trunk only) When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs. (d) Additional Information. When you call 911, you should always state the nature of your emergency and provide your location and phone number. In some cases, the emergency service provider will be unable to call you back if your call does not complete or is dropped or disconnected, or if you are unable to tell the emergency provider your number and physical location. Additional limitations specific to your VoIP Service are in your VoIP Provisions.

8. Entire Agreement. This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.

9. Purchase Orders. This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

10. Uniform Resource Locators (URLs). References to URLs in this Agreement include any successor URLs designated by CenturyLink.