

YOU CAN REFERRAL PROGRAM™ TERMS AND CONDITIONS

Effective January 1, 2016

Eligible employees who participate in the YOU CAN Referral Program (the “Program”) are required to read, understand and follow these Program Terms and Conditions (“Terms and Conditions”), the CenturyLink Code of Conduct, and all applicable CenturyLink policies, particularly as they relate to ethical sales practices. Questions should be directed to the employee’s supervisor or the Integrity Line at 1 800-333-8938. CenturyLink reserves the right to revise the Program, the CenturyLink product or service for which an Award may be provided under the Program (collectively, “Qualifying Products or Services”), work group eligibility, Program awards (collectively, “Awards”) , or to cancel the Program at any time, without notice and without any liability or obligation to any employee. **Participation in the Program is strictly voluntary and does not create any direct or implied promise of continued employment.** Engagement in the program is strictly for each employee’s own personal benefit.

Employees may face disciplinary action up to and including dismissal for acting inconsistently or in violation of the Terms and Conditions, the CenturyLink Code of Conduct, or any applicable CenturyLink policy. Violations of the Terms and Conditions may require employees to repay Awards made to them or otherwise repay CenturyLink for any losses incurred.

1. Eligibility for Employees.

- A. All CenturyLink, regular full-time, part-time and Active Employees (defined below) are eligible to participate in the Program, except the following:
 - (1) Any Active Employee declared ineligible by CenturyLink, in its sole discretion.
 - (2) Active Employees paid on a commission or sales incentive basis are ineligible with respect to Qualifying Products or Services sold by their respective business unit. They will be eligible to participate in the Program only for Qualifying Products or Services sold through another business unit. Active Employees whose primary job duty is to provide support to CenturyLink Program Management organizations are ineligible to participate in the Program. To be clear, the following Active Employees are eligible under the Program:
 - (a) Active Employees, whose primary job duty is to provide support to CenturyLink business sales and service, that make Eligible Referrals (defined below) of residential Qualifying Products or Services only;
 - (b) Active Employees, whose primary job duty is to provide support to CenturyLink residential sales and service, that make Eligible Referrals of business Qualifying Products or Services only; and

- (c) Active Employees, whose primary job duty is to provide support to CenturyLink wholesale sales and service, that make Eligible Referrals of business or residential Qualifying Products or Services.
- B. “Active Employee” means a current CenturyLink employee who is active (as shown in the CenturyLink HR records system) at both the time of the referral and the time CenturyLink provides the award to the Active Employee, and is in good standing with CenturyLink and complies with the Terms and Conditions. Active Employee does not include any of the following: (1) anyone whose employment is terminated, either voluntarily or involuntarily prior to the order completing; and (2) any CenturyLink contractor, agent, indirect partner, or vendor. Former employees and non-employees who are CenturyLink customers may instead enroll in other CenturyLink referral programs for which they are eligible.

2. Eligible Referrals; Qualified Customers.

- A. To be eligible for Awards in the Program, Active Employees must submit “Eligible Referrals” of Qualifying Products or Services to Qualified Customers (defined below).
 - (1) An Eligible Referral is defined as a referral of a Qualifying Product or Service as defined by CenturyLink, in its sole discretion (CenturyLink will make available a current list of Qualifying Products and Services on the Program website or other, designated locations), that:
 - (a) is not otherwise included on the Qualified Customer’s CenturyLink account at the time of the Eligible Referral and/or has not been on the Qualified Customer’s CenturyLink account within 90 days from the order date.
 - (b) is active and bills on the Qualified Customer’s CenturyLink account for a minimum of 90 days. If an order for a Qualifying Product or Service is canceled or the Qualifying Product or Service is removed within 90 days from the order date for any reason, any Award related to such Qualifying Product or Service will be removed;
 - (c) results in a net monthly revenue increase to CenturyLink; and
 - (d) in the case of more than one open, Eligible Referrals for the same telephone number, including more than one for the same Qualifying Product or Service, the Eligible Referral will be the first one validly entered into CenturyLink systems and accepted by CenturyLink.

- (2) The following are not Eligible Referrals:
- (a) Referrals made for official company service orders or CenturyLink-owned and operated facilities.
 - (b) Referrals for services to be retained for less than 90 days (temporary services);
 - (c) any of the following: referrals for billing corrections, corrections to service orders, requests for repairs, reinstatement of Qualifying Products or Services for any reason (including after discontinuation for nonpayment), moving the same Qualifying Product or Service to another location, buried service wire, and duplicate referrals. However, additional Qualifying Products or Services added at a Qualified Customer's new service location are Eligible Referrals.
 - (d) Qualifying Products or Services eligible under CenturyLink employee or retiree discount or concession plans;
 - (e) Network technicians and wholesale employees may not discuss CenturyLink products or services, leave CenturyLink marketing materials or make referrals for Wholesale customers.
 - (f) referrals related to political campaigns, parties, or organizations; and
 - (g) other referrals as deemed by CenturyLink, in its sole discretion.

- B. A Qualified Customer is a person or entity that clearly and unambiguously agrees to the subscription of a Qualifying Product or Service, provides express permission to be contacted by CenturyLink for any additional information related to the Qualifying Product or Service or Eligible Referral, and completes all requirements necessary to validly subscribe to and maintain such Qualifying Product or Service during the service period, authorizes the Active Employee to make the Eligible Referral.

3. Referral Process Requirements

A. Referral Submissions

(1) Residential

Referrals may be submitted at centurylinkyoucan.com; at a CenturyLink Retail store; or by calling a YOUCAN for a sales agent to speak directly with a potential customer (CRIS 800 850 5252, ENS 866 228 3731) or hand your customer a YOUCAN flyer or business card with your SAP ID.

(2) Business

Business referrals may be submitted at centurylinkyoucan.com. Referrals for Small Business may also be submitted to a CenturyLink retail store. If the customer is seeking more complex products, referrals may also be submitted directly to a local seller.

- B. Referrals must result in an order being placed by an Agent working on behalf of the Program in order to *qualify*. *If the order is placed* outside of a YOUCAN Sales channel (i.e. through a customer to customer referral program or by an in-direct sales partner), the referral will be granted to the customer or partner, not the employee. An order can only be rewarded out as a referral for one referral program.
- C. No Eligible Referrals may be split between or among Active Employees. Only the Active Employee who receives the Qualified Customer's consent may submit the referral.
- D. Qualifying Products and Services may NEVER be added to a Qualified Customer's account without explicit consent of the authorized or responsible party, and must be added only by an Agent working on behalf of YOUCAN.
- E. Eligible Referrals may include a product or service that is not a Qualifying Product or Service as long as the Eligible Referral includes at least one Qualifying Product or Service.
- F. The Agent working on behalf of the Program must conclude any and every Eligible Referral of a Qualifying Product or Service, explaining, as appropriate, the functions, features, price, etc., to the customer. All orders associated with Eligible Referrals must be written by the Agent working on behalf of the Program. Additionally, an Agent working on behalf of the Program must speak directly to customers referred through the Program. The Agent working on behalf of the Program generally attempts to contact the referred customer within 24-48 business hours from the Eligible Referral being created.
- G. In the case where an Eligible Referral substitutes a Qualifying Product or Service for an existing product or service on the Qualified Customer's account, the Active Employee will only receive an Award based on the revenue to CenturyLink that is added to the Qualified Customer's account or the substitute Qualifying Product or Service which results in a difference in revenue.
- H. Questions regarding the Referral Process Requirements or any other portion of the Terms and Conditions should be directed to CenturyLink Program Management. CenturyLink Program Management will make all decisions regarding the Program, including process decisions and Award eligibility.

CenturyLink Program Management is the sole judge in interpreting all aspects of the Program, and any disputes that may arise regarding the Program. All of these decisions are final and cannot be appealed. No contract rights are created by the existence of or participation in the Program. CenturyLink Program Management reserves the right to audit and validate any referrals prior to anyone participating in the Program or any Awards being issued.

4. Disclosure Restrictions. CenturyLink employees, including Active Employees, may never share any information related to the Program with any person, including other employees for referral purposes or financial gain. CenturyLink employees, including Active Employees, may not share or agree to share anything of value with a potential customer in exchange for the referral or the customer's purchase of any product or service.

5. CPNI Requirements. CenturyLink employees, including Active Employees must:

- A. understand and follow all applicable Customer Proprietary Network Information (CPNI) rules, including obtaining customers' consents when required;
- B. not use CPNI to identify prospects of potential services and products, unless specifically and expressly permitted by CenturyLink's CPNI methods, practices, and policies;
- C. not use non-public company systems, databases or facilities to suggest the availability of a product or service;
- D. not use the proprietary information of another carrier in any way;
- E. follow all relevant CenturyLink guidelines and rules relating to CPNI, other carrier information, and/or customer information belonging to other carriers; and

6. Product and Marketing.

- A. Outbound telemarketing, door-to-door sales, promotional advertising by any employee, and use of any material not expressly permitted by the Terms and Conditions, must be approved in advance and in writing through by Program Management. Program collateral is available on the Program website.
- B. Active Employees, whose primary job duty is to provide support to CenturyLink wholesale sales and service or CenturyLink network, must follow current rules of engagement for interacting with CenturyLink wholesale and CLEC customers.
- C. Active Employees may generally discuss company services and products, but may never make representations, claims or offers or otherwise characterize any CenturyLink service, product, term, condition, tariff, price list, catalog terms or

other matter except as expressly described and stated in CenturyLink-provided brochures and advertisements.

- D. Prospective Qualified Customers must always be advised that the actual performance, price or other matter affecting any CenturyLink product or service may only be confirmed by the Agent working on behalf of the Program. The information provided by the Active Employee is thought to be accurate, but is not deemed to be full disclosure or the final sales transaction. All orders for the Program will be written and finalized by the designated Agent working on behalf of YOU CAN.

7. Awards and Redemption. Awards will be provided to Active Employees on a reward card ("Reward Card"). An Active Employee's use of funds or other consideration loaded onto the Reward Card is subject to all terms and conditions of the applicable cardholder agreement that applies to the Reward Card. Refer to that Cardholder Agreement or the Program website for the applicable terms and conditions. Active Employees who leave CenturyLink must spend the balance on their Reward Cards by the expiration date on the front of the card. CenturyLink and its affiliated companies are not liable for products or services acquired using the Reward Card. By receipt of any awarded merchandise or travel, the Active Employee agrees to release and hold harmless CenturyLink and its affiliated companies from liability and damage resulting from malfunction, injury, death, loss or any other liability that may arise from that Active Employee's use of merchandise or travel awards purchased using the Reward Card. For each Active Employee, a transaction summary is generated and available online at the Program website every month during which Eligible Referral activity occurs that describes how much additional value has been added to the Reward Card.

8. Award Taxation. Generally, the value of an Award is taxable to the Active Employee and subject to withholding of federal income tax, state income tax (if applicable), and employment taxes (i.e., FICA, Medicare). Active Employees are responsible for the applicable taxes on Awards received. Tax withholding on Awards will be made in accordance with CenturyLink's normal tax withholding policy. Taxes withheld will be deducted from (and thereby reduce) the amount of the Award to be loaded onto a reward card presented to the Active Employee. The taxable amount is withheld and remitted to the Internal Revenue Service (IRS) on your behalf through payroll withholding. The withholding rate is calculated according to IRS supplemental tax guidelines and may change in the future and CenturyLink has no obligation or liability to provide anyone notice of such changes. In addition, FICA, Medicare, state and local taxes will be withheld where applicable. A separate payroll statement will be available to Program participants through the ESS link on CenturyLink's Intranet. Generally, Eligible Referral orders which complete from the 1st to the 15th of a month are paid on or about the 1st of the following month. Eligible Referral orders that complete on the 16th to the end of a month are paid on or about the 15th of the following month. Payroll statements will include a heading of "Prizes and Awards" (or language to that effect) and detail the gross amount of the Award and the applicable taxes withheld. The net pay is the difference between the total gross and total

taxes. Each Program participant is responsible for understanding the impact which Awards earned during a calendar year may have on the participant's overall taxes.

9. Biographical Release. Employees agree that CenturyLink may use your name, likeness, photograph, job title, statements, voice and any other information regarding your participation in the Program (collectively, "Your Likeness") without compensation to you in connection with the following: CenturyLink's employee-accessible websites, including but not limited to the Program website and employee intranet websites and on emails, newsletters and other publications targeted to CenturyLink employees for the purpose of promoting and informing others about the Program. You agree to waive any right you may have to inspect or approve the use of Your Likeness by CenturyLink. In addition, you waive all intellectual property rights, privacy/publicity rights and other legal or moral rights that might preclude CenturyLink's use of Your Likeness, and you agree not to sue or assert any claim against CenturyLink relating to its use of Your Likeness.