

ARCHITECTURAL AND ENGINEERING SERVICES SPECIFIC TERMS AND CONDITIONS

These Architectural and Engineering Services Specific Terms and Conditions supplement the Procurement Standard Terms and Conditions (together, the "Agreement") and apply to CenturyLink's purchase of Services from Supplier. This Agreement is made and entered into as of the date it is last signed by both parties ("Effective Date").

1.0 SCOPE:

CenturyLink has entered into the Agreement with Supplier as part of its Architectural and Engineering Services program so that Supplier may provide ongoing, continuous services to CenturyLink. These Architectural and Engineering Specific Terms and Conditions outline the requirements, duties, and special terms and conditions that CenturyLink requires of all of its Suppliers to participate in the Architectural and Engineering Services program.

2.0 DEFINITIONS:

"Completion Date" means the date on the order that Supplier is obligated to complete the Services.

"Construction Documents" means all construction drawings, Project specifications, manuals and other construction documents applicable to the Services and any deliverables to be provided by Supplier to CenturyLink in connection with the Project.

"Contract Sum" means the total amount CenturyLink agrees to pay for a Project pursuant to an order.

"Fixed Price" means a fixed sum set forth on an order for a Project.

"Not to Exceed Price" means the "not to exceed" amount set forth in an order for a Project.

"Project" means the Services performed by Supplier pursuant to a single order.

"Schedule of Work" is defined in Section 5.

"Services" means architectural or engineering services of any kind or nature that CenturyLink issues an order to Supplier to engage Supplier to perform the services described on the order. If Services are referred to as "Work" on an Order, "Work" will mean "Services".

"Site" means the location to which the Services relates.

"Standard of Care" means that the Supplier will perform Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession.

3.0 ASSIGNMENT OF SERVICES:

CenturyLink may issue Services to Supplier pursuant to an order. Orders must describe: (a) the Services to be performed by Supplier in connection with a Project, (b) the method by which Supplier will be compensated: (i) Fixed Price or (ii) Not to Exceed Price, as applicable, (c) the Completion Date, (d) the Site, and (e) the Construction Documents. If Supplier is willing to perform the Project, Supplier will sign the order and deliver it to CenturyLink within five (5) working days after receipt of the order from CenturyLink. The fully executed order, together with the Agreement and any Change Orders, governs the rights and obligations of the parties with respect to the Project.

4.0 CHANGE ORDERS:

4.1 Compliance with Change Orders.

At any time prior to completion of the Project, CenturyLink may add, delete, change or terminate a Job or Project by means of a Change Order. Unless Supplier provides to CenturyLink a good justification as to why it cannot comply with a Change Order (for example, a safety or liability problem), Supplier will comply with all Change

Orders. If CenturyLink determines that additional Services to be performed on account of a Change Order require an increase in the Contract Sum, CenturyLink and Supplier may negotiate a lump sum price or an increase in the Not to Exceed Price for the additional Services. If CenturyLink and Supplier are unable to agree on a price for the additional Services, CenturyLink may perform the additional Services itself or engage another supplier to perform the additional Services.

4.2 Notification of Not to Exceed Price.

Supplier will immediately notify CenturyLink in writing whenever it has reason to believe that the amount to be billed to CenturyLink during the next forty-five (45) calendar days of a Project, when added to all amounts previously billed to CenturyLink in connection with the Project, will exceed the Not To Exceed Price specified in the order for the Project. Supplier will include in the notice the estimated amount of additional funds needed to continue performance to completion along with a detailed rationale for the additional funds. Supplier must not perform the additional hours of Services that will require the additional funds unless authorized in writing by CenturyLink in advance. Unless specifically agreed to in writing by CenturyLink in an order or Change Order, nothing contained in this Agreement may be construed to have created a fixed fee agreement.

5.0 COMPLETION DATE:

5.1 Completion Date.

Supplier will complete each Project no later than the Completion Date set forth in the order. If Supplier fails to complete the Services by the Completion Date, CenturyLink may at its option immediately terminate the Agreement, the Schedule of Work, an order, and complete all or any part of the Services itself (by using its own employees or by hiring another supplier) and bill Supplier for all related costs.

5.2 Sufficient Personnel / Notification and Correction of Non-Compliance with Completion Dates.

Supplier will furnish sufficient forces (including night shifts and overtime operations if required), quantity of materials, tools, and equipment to complete each Project by its Completion Date and to make progress in the Services in accordance with any applicable work schedule that is part of the Construction Documents (a "Schedule of Work").

5.3 Projects Not on Schedule.

If the progress of any Project falls behind the Schedule of Work, or if the pace of the Services appears to CenturyLink to be inadequate to ensure completion of the Project by the Completion Date, Supplier will, within seven (7) calendar days after notice from CenturyLink, take appropriate steps to put the Services back on Schedule of Work including without limitation any steps directed by CenturyLink (such as increasing the number of shifts, overtime operations or days of work), at no additional cost to CenturyLink. If Supplier fails to institute appropriate measures, in CenturyLink's reasonable judgment, within such seven (7) calendar day period, or should the measures taken fail to put the Services back on schedule, CenturyLink may, but will not be required to, supplement Supplier's, materials, tools, equipment and/or forces with other, materials, tools, equipment and/or forces and bill Supplier for all related costs. Supplier will coordinate and work together with such forces, materials and/or equipment. CenturyLink's use of such supplemental forces, materials and/or equipment will not excuse Supplier from performing all of its obligations under the Construction Documents.

6.0 INVOICES AND PAYMENTS:

6.1 Amounts to be paid for Services.

Subject to CenturyLink's acceptance of Services, CenturyLink agrees to pay Supplier the Contract Sum, which amount will be either (i) an hourly rate (the "Rates") based on the rate schedule contained in any applicable Schedule or order, but never greater than the Not to Exceed Price; or (ii) the Fixed Price. The Contract Sum may only be modified by a properly executed Change Order.

6.2 Rates.

The Rates include compensation for all costs incurred by Supplier including direct and indirect labor costs; materials, supplies and equipment; office tools and equipment; bonds, fees and insurance; payments to subcontractors; taxes; and employee benefits. The Rates do not include (although all such amounts are limited by the Not to Exceed Price and by the Fixed Price) transportation, lodging and meal expenses for travel approved in writing by CenturyLink in advance and required because Supplier's employees necessarily are away from their residences overnight performing the Services. CenturyLink will reimburse Supplier for the actual costs of such expenses or at a per diem rate per employee if approved by CenturyLink in writing in advance.

6.3 Invoices.

Supplier will submit invoice(s) (each an "Invoice") at intervals no more frequently than monthly indicating (i) for Projects paid for on an hourly basis, the hours worked by each employee or agent of Supplier since the last Invoice and the hourly rate charged for each person, (ii) for Fixed Price Projects, the percentage of the Services completed since the last Invoice, and (iii) for both kinds of Projects, the percentage of the Services completed as of the date of the Invoice. Supplier will submit, with each Invoice, any reports, forms and supporting data (such as copies of invoices from subcontractors) reasonably requested by CenturyLink. Language included or inserted on an Invoice or on any other document submitted by Supplier with an Invoice that conflicts with the terms and conditions contained in the order will not be binding and is null and void.

6.4 Payment of Invoices.

If Supplier submits an Invoice in accordance with this section and the Invoice is undisputed by CenturyLink, CenturyLink will pay the Invoice within the time period set forth in the section of the Procurement Standard Terms and Conditions titled "Payment Due Date." CenturyLink may, at its option, issue joint checks to Supplier and any subcontractor.

6.5 Correction of Services.

If CenturyLink disputes the Invoice for any reason including:

- (a) unsatisfactory performance or prosecution of the Services by Supplier or defective Services;
- (b) liens or claims filed or reasonable evidence indicating the possible filing of claims;
- (c) failure of Supplier to make payments promptly to subcontractors; or
- (d) improper Invoice, CenturyLink will notify Supplier of the problem, which notification will describe the problem in enough detail for Supplier to correct the problem and will contain a date by which CenturyLink would like the problem corrected.

Supplier will, at its own expense, remedy any defects in the Service and pay for all damages resulting from the defects, including, but not limited to, additional testing, inspections, compensation for services, and expenses of CenturyLink made necessary by the nonconforming Services within the time period set forth in CenturyLink's notice. This procedure will be repeated until CenturyLink finally approves or disapproves the Invoice in its sole discretion. Any final disapproval of an Invoice by CenturyLink will constitute a breach of this Agreement by Supplier.

6.6 Waiver of Claims.

In no event will Supplier be compensated for more than the Contract Sum, as modified by any Change Order. Supplier will bring any claim for amounts Supplier claims are due and owing from CenturyLink within one (1) year after the issuance of the relevant Invoice. Any claim(s) not brought by Supplier within this one (1) year period will be waived.

6.7 Payment Claims.

Supplier warrants that no Payment Claims will be filed or maintained by it, subcontractors or other third party against any CenturyLink equipment, real estate or other property, including property of third parties, on account of the Services. CenturyLink reserves the right, prior to making any payments or at any time during the Term, to require Supplier and any subcontractor to furnish evidence in the form of Exhibit LW, "Affidavit, Release and Lien Waiver" or any format later designated by CenturyLink (a "Lien Waiver") that all Payment Claims for the payment of wages, salaries, payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled. Any failure by Supplier or its subcontractors to submit a Lien Waiver requested by CenturyLink will be a breach of this Agreement.

Supplier agrees to hold CenturyLink free and harmless from and against any and all Payment Claims with respect to the value of labor or materials included in the Project or otherwise relating to Supplier's performance of the Services and from and against all expenses and liability in connection therewith (including without limitation any court costs and attorneys' fees and expenses resulting or arising therefrom).

6.8 Final Invoice.

Upon completion of a Project, Supplier will notify CenturyLink in writing that the Project is complete and will deliver to CenturyLink a final Invoice for the Project (the "Final Invoice").

Each Final Invoice must include:

- (a) A Lien Waiver covering all Services included in the Project, including that of all subcontractors;
- (b) Records specified by CenturyLink including, record drawings, design and engineering prints and as-built drawings, if applicable, on paper and electronically in AutoCAD format;
- (c) An affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Services for which CenturyLink might be responsible or CenturyLink's property might be encumbered have been paid or otherwise satisfied;
- (d) All Documentation or other items provided to Supplier by CenturyLink in connection with the Services;
- (e) All other deliverables required in the order as amended by any Change Order;
- (f) Written evidence that all performance tests required in connection with the Project have been successfully completed; and
- (g) Certification by Supplier that the Project has been completed in accordance with the Construction Documents.

7.0 ADDITIONAL DUTIES OF SUPPLIER:

7.1 Representatives.

Supplier will perform all Services in accordance with the Contract Documents. Supplier will supervise and direct the Services using Supplier's best skill and attention, and keep on the Site workers who are trained and skilled at their jobs. "CenturyLink's Representative" is CenturyLink's project manager assigned to a Project as set forth in the order for the Project or otherwise designated by CenturyLink from time to time. "Supplier's Representative" is Supplier's representative for a Project as set forth in an order or otherwise designated by Supplier from time to time. CenturyLink's Representative and Supplier's Representative will act in such capacity only for the individual Project. CenturyLink may enter upon any location where Services are being performed to conduct inspections of the Services at any time to ensure compliance with the Construction Documents. Supplier will coordinate the

Services with CenturyLink's Representative and will work with CenturyLink's Representative to establish acceptable communication lines. Supplier will promptly respond to all concerns, issues and questions raised by CenturyLink's Representative.

7.2 Review of Schedules of Values and Applications.

If requested by CenturyLink, Supplier will review and approve or disapprove a "Schedule of Values" and a "Application for Payment" received from CenturyLink's construction contractors ("Suppliers"). Such documents must be reviewed and responded to within the time period required by CenturyLink's contracts with its Suppliers (the "Construction Contracts") to ensure that no Schedule of Values or Application for Payment is deemed accepted or approved on account of the passage of time. Upon receipt of an Application for Payment, Supplier will: (a) survey the Site, (b) review all information available to Supplier including: (i) the progress of the work performed by the Supplier (the "Construction Work"), (ii) the quality of the Construction Work and (iii) whether all lien waivers and other Documentation required from the Supplier have been furnished. If the Application for Payment accurately reflects the state of the Construction Work and if, pursuant to the Construction Contract, the Supplier is entitled to payment as set forth in the Application for Payment, Supplier will issue a Certificate for Payment instructing CenturyLink to pay the Supplier.

7.3 Administration of Construction Documents.

If requested by CenturyLink, Supplier will administer the Construction Contracts. Unless directed otherwise by CenturyLink, if Supplier is assisting with the administration of a Construction Contract, Supplier will perform the duties of the consultants set forth in the Construction Contract. CenturyLink will provide to Supplier contact information for the Supplier. Whenever practical, CenturyLink will endeavor to include Supplier in all communications with the Supplier. Notwithstanding the foregoing, Supplier has no authority regarding any modification and/or Change Order of any Construction Contract. CenturyLink approval must be obtained for all decisions related to Construction Contracts, except with respect to clarifications or interpretations of plans, specifications and other construction documents prepared by Supplier and related to Construction Work ("Project Documents") Supplier will be, in the first instance, the interpreter of requirements contained in the Project Documents and the judge of a Supplier's proper performance of Construction Work. Supplier will reject any Construction Work that does not conform to the requirements of a Construction Contract, and will reject any related Application for Payment. If requested by CenturyLink, Supplier will provide an opinion with respect to a claim, dispute or disagreement between CenturyLink and a Supplier, and with respect to a Supplier's proper execution of or the progress of Construction Work. Supplier will render its opinion in writing as quickly as possible. CenturyLink will not be bound by any Supplier opinion. In all circumstances, any information, communication, or directive of CenturyLink to a Supplier will supersede any conflicting information, communication or directive of Supplier.

7.4 Progress Reports.

Supplier will provide periodic progress reports, as requested by CenturyLink, on the performance and completion of the Services. If a Project will be paid for by CenturyLink on an hourly basis, Supplier will maintain for audit by CenturyLink or CenturyLink's agents signed time sheets for hourly work performed in connection with the Services, and will provide copies of the time sheets to CenturyLink upon request. Supplier will work with CenturyLink's Representative to establish acceptable communication lines. For Agreement related questions, Supplier will contact CenturyLink's strategic sourcing manager assigned to the Agreement (the "Procurement Manager") as identified in the signature block of the Agreement.

7.5 Emergency Contacts.

Supplier will maintain and provide to CenturyLink in connection with each Project an emergency contact list with names and phone numbers for both business and non-business hours. If CenturyLink experiences an emergency situation impacting service or safety, Supplier will respond and will cause Supplier's employees, agents and subcontractors and their respective employees and agents to respond in an expedited manner to assist CenturyLink in recovering from the emergency condition.

7.6 Acts or Omissions.

Supplier will be responsible to CenturyLink for acts and omissions of Supplier's employees, subcontractors, their agents and employees and any other persons performing portions of the Services on behalf of Supplier.

7.7 Quality Control Program.

Supplier will have in place an effective quality control program that complies, at a minimum, with standards common in the industry, to ensure that all aspects of the Services are completed in compliance with the Contract Documents. Supplier is solely responsible for quality control. Supplier will submit its quality control program manual to CenturyLink for review or information, if requested.

7.8 Compliance with Policies.

Supplier will comply, and will cause its employees, agents and subcontractors and their respective employees and agents, to comply with all CenturyLink rules and regulations pertaining to each Site, and all amendments or supplements thereto, including without limitation rules regarding cellular telephone use. Supplier also will comply and will cause Supplier's employees, agents and subcontractors and their respective employees and agents, to comply with all health and safety directives issued by CenturyLink while present at a Site, which will be made available to Supplier by CenturyLink, including but not limited to the following sections of the CenturyLink Fire Life Safety Policy (QFLSP):

- No smoking policy
- QFLSP-D1 "Fire Protection During Construction"
- QFLSP-E3 "Fire Stopping Requirements"
- QFLSP-A6 "Fire Protection Impairment Program"

7.9 Use of Information.

No information or material provided to Supplier in connection with the Services may be used in connection with any other job or project, even if such job or project is for CenturyLink or its Affiliates, without the prior written consent of CenturyLink's Representative.

8.0 USE OF SUBCONTRACTORS:

8.1 Submission of Subcontractor List.

Supplier will submit to CenturyLink a list of proposed subcontractors prior to the execution by Supplier of any subcontractor agreement. CenturyLink will have ten (10) days after receipt of Supplier's list of proposed subcontractors to reject all or any proposed subcontractors. Any proposed subcontractor not rejected by CenturyLink within such ten (10) periods will be deemed to have been accepted. Any acceptance or rejection of a proposed person or entity by CenturyLink does not relieve Supplier of responsibility for the Services.

8.2 Contracts with Subcontractors.

Supplier will require all subcontractors to assume in writing all obligations, liabilities and responsibilities under the Contract Documents jointly and severally with Supplier prior to subcontractor beginning any of the Services. All provisions of the Contract Documents apply to subcontractors with the same force and effect as they apply to Supplier. Supplier will make available to each proposed subcontractor, prior to entering into a subcontract, copies of all relevant Contract Documents including without limitation, in every instance, a copy of this Agreement; provided, that Consultation is not required to provide to any subcontractor the financial terms of this Agreement. Supplier will require, each subcontractor to agree to be bound by and comply with all terms and conditions contained in the Contract Documents including, by specific reference, all indemnification, confidential information, compliance with laws, limitation of liability, dispute resolution, insurance and warranty provisions contained in this Agreement. No subcontracting of any of the Services releases Supplier from any of its obligations contained in the Contract Documents.

9.0 WARRANTIES:

9.1 Minimum 18 Month Warranty.

- (a) In addition to any other express or implied obligations and assurances under this Agreement, if Supplier also provides construction work, Supplier hereby warrants the construction work for a period of eighteen (18) months (or longer, if so provided by law, and to the extent provided by law) from and after the later of (i) the date of payment by CenturyLink of the Final Invoice for each Project, or (ii) the date that the defect was reasonably discoverable, that all labor, workmanship, components, materials and other parts of the Services in or covered by the Project will be free from defects in material and workmanship under normal use and service and will conform in all respects with the requirements of the Contract Documents.
- (b) Repair or Replacement. If Supplier Services do not meet the Standard of Care, upon notice from CenturyLink, Supplier will immediately, at its own expense, repair, correct, or replace:

 - (i) any defective materials supplied by Supplier or any subcontractor; or
 - (ii) any defects in the Services occurring during the warranty period whether observed before or after payment of the Final Invoice for the Services and whether or not the Service is already installed or completed.
- (c) Additional Warranty Period. Any repaired or replacement materials will have a warranty period of equal to the greater of: (i) one (1) year from the date of incorporation in the Services, or (ii) the remainder of the original warranty period.
- (d) Payment of Costs to Remedy. Supplier will pay all reasonable costs (including attorneys' fees, additional testing and inspection, and CenturyLink's own costs or compensation paid to third parties) incurred by or on behalf of CenturyLink in identifying and correcting a defect in Services or materials found to be the responsibility of Supplier.
- (e) Non-Exclusive Remedy. Establishment of the eighteen (18) month period in the subsection above relates only to the specific obligation of Supplier to correct the Services, and has no relationship to the time within which CenturyLink may seek to enforce Supplier's obligations under the Contract Documents or Supplier must comply with the Contract Documents.

9.2 Correction by CenturyLink.

At CenturyLink's sole option, CenturyLink may elect, rather than having Supplier correct any defective Services, to correct the Services by CenturyLink's employees or other suppliers. If CenturyLink or its supplier performs the correction, CenturyLink will invoice Supplier for CenturyLink's costs, including without limitation labor costs, and Supplier will pay CenturyLink for such costs within thirty (30) calendar days after receipt of an invoice.

10.0 ADDITIONAL INDEMNIFICATION OBLIGATIONS OF SUPPLIER.

- 10.1** Supplier will indemnify, defend and hold harmless CenturyLink (including its officers, directors, employees and agents), its Affiliates and customers from and against all suits, actions, fines, damages or claims of any character:

 - (a) for any personal injuries or property damage received or sustained by any person or property arising in whole or in part from the acts or omissions of Supplier, its subcontractors and/or their respective officers, employees, agents or Affiliates in the performance of Services;
 - (b) because of any actual or alleged act or omission, of Supplier, its subcontractors and/or their respective officers, employees, agents or Affiliates;

- (c) under the Workers Compensation Act, or any other law, regardless of whether such injuries or damages are caused in part by the negligence of the parties indemnified hereunder; and
- (d) in connection with any breach by Supplier of the Contract Documents or any default by Supplier under this Agreement.

Supplier will reimburse any indemnified party for any and all costs, settlements, judgments, or expenses incurred by them in defending or investigating any such claim, including attorneys' fees, expert witness fees, investigative and court costs.

11.0 ADDITIONAL INSURANCE REQUIREMENTS:

Supplier will carry and maintain the insurance coverage listed below.

11.1 Commercial General Liability Insurance.

Supplier will maintain Commercial General Liability insurance providing coverage for bodily injury, death, personal injury and property damage occurring or arising under this Agreement, including coverage for premises operations and contractual liability with respect to liability assumed by Supplier in the Agreement Documents. The limits of liability for this coverage will be not less than the limits as stated below:

| | |
|-------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |

11.2 Errors & Omissions Liability Insurance.

Supplier will maintain Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 for each claim and in the aggregate and extended to cover resulting bodily injury and property damage. Such insurance must provide (a) a retroactive date of not later than the effective date of this Agreement and (b) either be maintained for or have an extended claims reporting period of not less than two (2) years after completion of the end of the Term.

12.0 COMPUTER SYSTEMS:

12.1 Use of System.

Supplier acknowledges that in order to perform the Services it may be required to use CenturyLink's computer systems to access drawings or for other reasons necessary for the performance of the Services (collectively, the "Computer Systems"). Supplier will comply with CenturyLink's system, security and network requirements in connection with the Computer Systems as they may be revised from time to time. Supplier and all of Supplier's employees, agents and subcontractors that will be using the Computer Systems (collectively, "Authorized Users") must be appropriately trained in the Computer Systems in accordance with CenturyLink's requirements.

12.2 Providing Computer Equipment.

Supplier will be solely responsible for providing and maintaining all hardware, software, electrical and other physical requirements for Supplier's and its Authorized Users' use of the Computer Systems, including, without limitation, telecommunications and digital transmission connections and links, routers, local area network servers, virus software, firewalls, or other equipment and services required to access and use the Computer Systems. Supplier will ensure that all such items are compatible with the Computer Systems. Supplier will be solely responsible for the security, confidentiality and integrity of all messages and content Supplier or any Authorized User receives, transmits through or stores on, through or via the Computer Systems.

12.3 Security of Systems; No Service Levels.

Supplier agrees to bear all responsibility for the confidentiality of any account or password issued to Supplier or

any Authorized User by CenturyLink and all use of such account or password. Supplier will notify CenturyLink immediately of any suspected misuse or unauthorized access to the Computer Systems, and other CenturyLink computer system or any password. CenturyLink does not guarantee any service level with respect to the Computer Systems. CenturyLink does not guarantee any specific level of service with respect to data connectivity from Supplier's site to CenturyLink used by Supplier to access the Computer Systems. Connection options exist, but they are the sole responsibility of Supplier. CenturyLink makes no representation or warranty that use of the Computer Systems will not cause Supplier or any Authorized User to experience a virus or other harmful feature.

12.4 No License.

This Agreement does not grant to Supplier or any Authorized User any license or assignment of a right, title or interest in the Computer Systems or any other computer system of CenturyLink. The copying, redistribution, reselling or publication of any part of the Computer Systems without the prior written consent of CenturyLink is prohibited.

12.5 Termination of Use.

Upon expiration or termination of this Agreement for any reason, Supplier and all Authorized Users immediately will cease access to and use of the Computer Systems and will, at CenturyLink's option, destroy or return to CenturyLink all copies of any software or other materials related to the Computer Systems in Supplier's or any Authorized User's possession.

12.6 Representations and Warranties.

Supplier represents and warrants that neither it nor any Authorized User will:

- (a) Access or attempt to access any part of any CenturyLink network or computer for which Supplier has not been granted authorized access;
- (b) Undermine or circumvent any CenturyLink security device, procedure or access restriction within the Computer Systems or any other system via the Computer Systems;
- (c) Use the Computer Systems to copy, send, receive, print, display or otherwise disseminate data that contains or includes confidential, trade secret or proprietary information of CenturyLink or its customers without authorization or to any person or entity who is not pre-authorized by CenturyLink in writing to receive such data;
- (d) Install or use any encryption algorithm or software program in connection with the Computer Systems if such algorithm or software program is not authorized by CenturyLink, or encrypt or encode data without the express permission of CenturyLink and without taking precautionary measures to ensure that CenturyLink: (i) has copies of all encryption software used and the specific code, key, password and seed used to encrypt the data; and (ii) will be able to access the encrypted or encoded data;
- (e) Service, alter, modify or tamper with the Computer Systems or permit any other person to do so;
- (f) Disaggregate, make deletions from, reverse engineer, decompile, adapt, edit or modify the Computer Systems in any manner; or
- (g) Disable, disrupt or impair the functioning of the Computer Systems.

12.7 Indemnification for Breach.

Any breach of this section is a breach of this Agreement. All information received by Supplier or any Authorized User via the Computer Systems constitutes Confidential Information. Supplier is responsible for any damages to

CenturyLink and will indemnify and defend CenturyLink in accordance with the "Indemnification" sections of the Agreement upon any breach of this section or any unauthorized access to, or misuse of, any information obtained through Supplier's access to, the Computer Systems or any other CenturyLink system or network.

13.0 NOTICE:

Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, "Notice") is required or permitted under this Agreement, the same must be in writing. Notice must be delivered in person, by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the addresses listed below in the Signature Block or at such other addresses as may be later designated by notice.

14.0 CONFLICT:

In the event of a conflict between these Specific Terms and Conditions and the Purchase Order Terms and Conditions, these Special Terms and Conditions shall control.

Signature Block

The parties have caused this Agreement to be executed as of the Effective Date.

CenturyTel Service Group, LLC, a Louisiana limited liability company

Supplier

_____, a _____

(Authorized Signature)

(Authorized Signature)

(Print or Type Name of Signatory)

(Print or Type Name of Signatory)

(Title)

(Title)

(Execution Date)

(Execution Date)

Address for Purposes of Notices:

Address for Purposes of Notices:

Lead Buyer

With a copy to:

CenturyLink Law Department
Director, Procurement Law Group
5454 W. 110th Street
Mailstop: KSOPKJ0701-722
Overland Park, KS 66211
Fax:(913) 345-6683

EXHIBIT LW
AFFIDAVIT, RELEASE AND LIEN WAIVER

Agreement No. _____
Supplier: _____
Job No. _____

This Affidavit, Release and Lien Waiver (the "Affidavit") is executed and delivered to CenturyTel Service Group, LLC ("CenturyLink") in connection with the Architectural and Engineering Services Specific Terms and Conditions, dated _____ (the "Agreement") between CenturyLink and _____ ("Supplier"). Any definitions not defined in this Affidavit shall have the meaning given to them in the Agreement.

1. Supplier has supplied labor and/or materials in connection with the Job identified above (the "Job") performed pursuant to the Agreement.
2. This Affidavit is delivered to CenturyLink to induce CenturyLink to pay to Supplier, and in consideration of receipt by Supplier, of \$ _____ (the "Payment"). Supplier acknowledges that upon receipt of the Payment Supplier has been paid for all of Work performed under the Agreement through the date of this Affidavit.
3. Supplier for itself, its successors and assigns, and on behalf of all persons able to claim through or under Supplier: (a) waives, relinquishes and releases all liens and right or claim to a lien for Work (including without limitation, for purposes of this entire Affidavit, any labor performed or materials supplied) furnished in connection with the Agreement through the date of this Affidavit; (b) agrees to save CenturyLink harmless from all liability, costs and expenses, including reasonable attorneys' fees, to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics' or materialmen's lien or claim to or right of action for such lien which may be filed as a result of or in connection with any Work performed in connection with the Agreement by, through or under Supplier through the date of this Affidavit; and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly in connection with any Work performed in connection with the Agreement by, through or under Supplier through the date of this Affidavit; and (c) hereby releases CenturyLink, its successors and assigns and any lender who may now or hereafter have a security interest in the CenturyLink property affected by the Job, from any claim, right, action, liability or lien which might accrue under the laws of the State in which the Job was performed located in connection with any Work performed in connection with the Agreement by, through or under Supplier through the date of this Affidavit.
4. Supplier warrants and represents that: (a) all materials delivered to the Job by or for Supplier are for use only for the Job; (b) title to all Work covered by the Payment, whether or not incorporated in the Job, is vested in CenturyLink, free and clear of all liens and claims (including, without limitation, mechanics' or materialmen's liens and claims), security interests or encumbrances; (c) all taxes applicable to the Work covered by the Payment have been fully paid; and (e) all laborers, mechanics, subcontractors, materialmen and suppliers for all Work covered by the Payment, and for any indebtedness connected therewith, for which CenturyLink could be responsible have been paid in full.
5. The person signing this Affidavit is duly authorized and empowered to sign and execute the Affidavit on behalf of Supplier.

