

## SPECIFIC TERMS AND CONDITIONS – ENVIRONMENTAL SERVICES

These Specific Terms and Conditions - Environmental Services and the Procurement Standard Terms and Conditions (<http://www.centurylink.com/Pages/AboutUs/CompanyInformation/DoingBusiness>) apply to CenturyLink's purchase of Services.

### 1. DEFINITIONS:

- 1.1 "Hazardous Materials" means any hazardous, radioactive, or toxic substance, material or waste defined or regulated under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined by the enabling statutes, or regulations, orders or rules of the United States Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") or the Nuclear Regulatory Commission.
- 1.2 "Services" means any work performed by or for Supplier in connection with the Order. Modifications to the Services may be made by a written change order agreed to in writing by CenturyLink and Supplier.
- 1.3 "Termination Assistance Services" means the termination or expiration assistance requested by CenturyLink to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to CenturyLink or its designee.

### 2. INVOICES AND PAYMENTS:

#### 2.1 Retain Payments.

CenturyLink reserves the right to retain ten percent (10%) of payments otherwise due until final acceptance of the Services.

#### 2.2 Lien Waiver; Bond.

CenturyLink reserves the right, before making any payments, or at any time during the progress of the Services, to require Supplier and its Subcontractors to furnish to CenturyLink a lien waiver (in a form acceptable to CenturyLink) that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled. Where Supplier fails to furnish a lien waiver, the amount of such claims, liens, and causes of action may be retained from any monies due Supplier until the waiver is furnished. CenturyLink may require the posting of a mechanic's or materialmen's lien bond relating to performance of the Services.

### 3. ADDITIONAL REPRESENTATIONS AND WARRANTIES:

#### 3.1 General.

Supplier represents and warrants that the Services will be consistent with industry standards, and sufficient for the stated purpose and that Supplier will supervise and direct the performance of the Services using Supplier's best skill and attention.

All right, title, and interest in any materials Supplier acquires from CenturyLink for disposal or for transit shall transfer to Supplier upon receipt by Supplier.

#### 3.2 Environmental.

Supplier will use its best efforts, wherever applicable to the Order, to provide, or use when providing the Services: (a) environmentally-preferable, energy-efficient Services and products (based on EPA issued guidelines); (b) Services that eliminate or reduce the generation of hazardous waste/materials and the need for special material processing; (c) Services and products that promote the use of non-hazardous, recovered and recycled materials. Supplier will incorporate this section into its subcontracts that support the Services provided to CenturyLink under the Order.

#### 3.3 Mechanic's Liens.

Supplier covenants and agrees to keep CenturyLink's premises free from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of work by or on behalf of

Supplier. If any such lien, at any time, is filed against CenturyLink premises, Supplier will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Supplier desires to contest such lien, it will furnish CenturyLink, within such 10 day period, security reasonably satisfactory to CenturyLink of at least 150% of the amount of the claim, plus estimated costs and interest or comply with such statutory procedures as may be available to release the lien.

**4. REPORTS:**

Supplier will submit, on a monthly basis, or other frequency specified by CenturyLink, reports containing such information as may be reasonably requested by CenturyLink, including but not limited to a progress report for the milestones specified in the Order and cumulative amounts billed to CenturyLink under all Orders.

**5. SUBCONTRACTORS:**

Supplier will furnish in writing to CenturyLink the names of each subcontractor, vendor, or supplier expected to supply equipment, material, services, supervision, consultation, or labor in connection with the Services (each, a "Subcontractor") for each principal portion of the Services. CenturyLink will notify Supplier on or before 10 days after receipt of such names whether CenturyLink objects to any such proposed Subcontractor. If CenturyLink does not respond, CenturyLink will be deemed to have consented to such Subcontractor. Criteria for objection include, without limitation, the Subcontractor's financial condition, its experience, the character and number of its employees, the condition of its equipment, and its past performance of similar work.

Supplier will not contract with any proposed Subcontractor to whom CenturyLink has timely objected and will submit a substitute to whom CenturyLink has no reasonable objection. Any acceptance or rejection of a proposed Subcontractor by CenturyLink will not relieve Supplier of responsibility for the Services. Supplier will not change a Subcontractor previously identified by Supplier without the permission of CenturyLink. CenturyLink will have the right, but not the obligation, to review all bids, submittals, or other proposals made to Supplier by any Subcontractor, whether successful, responsive, or utilized in the performance of the Services.

**6. ADDITIONAL INDEMNIFICATION:**

Supplier will also indemnify, defend and hold harmless CenturyLink (including its officers, directors, employees and agents) and its affiliates against any loss, cost, expense or liability (including without limitation attorneys' fees and costs and awarded damages) arising in whole or in part from the acts or omissions of Supplier, Supplier Personnel, its Subcontractors or their respective officers, employees, agents or affiliates, including but not limited to environmental claims, property damage, personal injury, and failure to comply with laws, except to the extent any such claim results from the gross negligence or willful misconduct of the indemnified parties.

**7. PREMISES VISITS:**

CenturyLink will be permitted access to Supplier's premises. CenturyLink will coordinate such access with the Supplier's designated representative, allowing reasonable notice prior to visiting such premise.

**8. HAZARDOUS MATERIALS AND SAFETY:**

**8.1 Hazardous Materials Laws and Regulations.**

Supplier will comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and governmental or regulatory agency order governing Hazardous Materials or safety, which may include state and federal motor carrier safety regulations, the DOT Hazardous Materials regulations and any regulations governing conveyance, packaging, marking, identifications, storage, handling and/or disposition of Hazardous Materials, or governing any accidents or incidents in connection with such activities involving Hazardous Materials, as amended or supplemented. Supplier will furnish CenturyLink with "Material Safety Data Sheets" that comply with laws and other environmental compliance data requested by CenturyLink.

**8.2 Additional Indemnification.**

Supplier will immediately remedy any noncompliance and indemnify, defend and hold harmless CenturyLink, (including its officers, directors, employees, contractors and agents), its affiliates and customers, from any liabilities including, but not limited to, attorneys’ fees, costs of defense, clean up costs, response costs, costs of corrective action, costs of financial assurance, and/or natural resource damages, that may arise, or be imposed on, be incurred by, be asserted against or be sustained by CenturyLink by reason of Supplier’s failure to comply with this section.

**9. ADDITIONAL INSURANCE REQUIREMENTS:** Supplier may obtain all required insurance limits through any combination of primary and excess or umbrella liability insurance.

**9.1 Commercial General Liability Insurance.**

The limits of insurance for Commercial General Liability Insurance under the Section titled “Insurance” in the General Terms and Conditions are replaced with the following:

Each Occurrence	\$1,000,000
General Aggregate Limit	\$5,000,000
Products-Completed Operations Limit	\$5,000,000
Personal and Advertising Injury Limit	\$1,000,000

**9.2 Pollution Liability Insurance.**

Supplier will maintain Pollution Liability insurance covering liability arising out of Supplier’s operations performed under the Order, if the insurance listed in Section 9.1 above does not cover Supplier’s operations to clean up, remove, contain, and treat pollutants. The limits of insurance will not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate. If Supplier will transport or store hazardous material, the policy will include pollution coverage related to the transportation and long term storage of hazardous material. If the policy is a claims made form, such insurance will provide a retroactive date prior to the start of Services under the Order and an extended claims reporting period of not less than 3 years after the expiration or termination of the Order.

**9.3 Asbestos Abatement Coverage.**

In the event that contractor will dispose, remove or remediate asbestos, asbestos abatement insurance shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate.

In the event that contractor will test for or monitor asbestos particles, asbestos abatement consultants professional liability shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate.

**9.4 Errors & Omissions Liability Insurance.**

If the Services require Supplier to test, analyze or monitor for pollution conditions, Supplier will maintain Errors & Omissions liability insurance covering acts, errors and omissions arising out of Supplier’s operations or services, with limits of not less than \$1,000,000 per occurrence, and including coverage for contractual liability with respect to liability assumed by Supplier hereunder. Such insurance will provide a retroactive date prior to the start of Services under the Order and an extended reporting period of not less than 3 years after expiration or termination of the Order.

**10. METHODS OF PROCEDURE:**

When directed by CenturyLink, Supplier will prepare and submit approved methods of procedure (“MOP”) for Services which pose a potential risk to the operation of CenturyLink’s premises. The MOP will include detailed Service processes, time frames, and responsibilities to ensure limitation of risk. Supplier will comply with the approved MOP and will cause Supplier personnel and Subcontractors and their respective employees and agents to comply with established MOP.

**11. EMERGENCY CONTACT LIST:**

Supplier will maintain and provide to CenturyLink an emergency contact list with names and phone

numbers for both business and non-business hours. In the event CenturyLink experiences an emergency situation impacting service or safety, Supplier will respond and will cause Supplier personnel and Subcontractors and their respective employees and agents to respond in an expedited manner to assist CenturyLink in recovering from emergency condition.

**12. TERMINATION ASSISTANCE SERVICES:**

Supplier will provide CenturyLink or its designee such Termination Assistance Services as may be requested by CenturyLink or its designee upon the termination or expiration of this Agreement. At CenturyLink's discretion, such Termination Assistance Services may commence as early as 6 months prior the expiration or termination of this Agreement and may continue for up to 6 months after the effective date of the expiration or termination of the Term. Upon written notice to Supplier, CenturyLink has the option to extend such Termination Assistance Services for a reasonable period of time. Supplier will cooperate in good faith in all transition related matters. The Termination Assistance Services will be performed in accordance with all Specifications applicable to the Services being transitioned. In addition to any other items requested by CenturyLink or its designee on CenturyLink's behalf, the Termination Assistance Services will require Supplier to: (i) catalog all Services then being provided, including software and tools used to provide the Services; (ii) update all support Documentation, including a description of Services by CenturyLink application; and (iii) provide a complete and up to date copy of all applicable policy and procedures manuals. In the event that CenturyLink terminates this Agreement for its convenience, CenturyLink will pay Supplier's rates identified in the applicable Schedule under this Agreement for such efforts.

**13. SERVICE TRIALS:**

CenturyLink may evaluate existing or new Services of Supplier without charge.

**14. 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.

CenturyLink Address for Purposes of Notices:

Supplier Address for Purposes of Notices

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**15. SURVIVAL:**

The following provisions of these Specific Terms and Conditions - Environmental Services regarding "Additional Representations and Warranties", "Hazardous Materials and Safety"; and "Additional Indemnification" and all others that by their sense and context are intended to survive the expiration of the Order will survive.

**16. 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.