

CenturyLink® High-Speed Internet Non-Subscriber Agreement

This CenturyLink® High-Speed Internet Non-Subscriber Agreement together with the exhibits and materials referenced herein ("Agreement") is between CenturyLink and the end user of the CenturyLink service(s) described below ("you" or "Non-Subscriber"). For your convenience, this Agreement combines obligations of multiple CenturyLink entities, but does not create joint liability between the CenturyLink entities. The particular CenturyLink entity providing you Service and/or Software and the provision and receipt of such is subject to all applicable provisions of this Agreement, unless otherwise specified herein. Please review the Agreement carefully; it governs your use and CenturyLink's provision of the Service and Software.

NOTE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 13 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT. THIS AGREEMENT REQUIRES THE USE OF MANDATORY ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN LAWSUITS, JURY TRIALS, OR CLASS ACTIONS.

1. Definitions.

"AUP" means, based on whether you are in Qwest Territory or CenturyLink Territory, the applicable Acceptable Use Policy posted at <http://www.centurylink.com/Pages/AboutUs/Legal/AcceptableUse/>, including all future revisions.

"CenturyLink" means the affiliate of CenturyLink, Inc. that provides you the Service and/or Software.

"CenturyLink Territory" means the CenturyLink service area prior to April 1, 2011, when CenturyLink's acquisition of Qwest Corporation and its affiliates and subsidiaries was completed.

"Qwest Territory" means the Qwest service area prior to April 1, 2011, when CenturyLink's acquisition of Qwest Corporation and its affiliates and subsidiaries was completed.

"Service" or "Services" means all of the high-speed internet services and associated value-added services you receive from CenturyLink.

2. Applicability; Acceptance.

(a) This Agreement will permit you to use the following Services:

- (i) CenturyLink® High-Speed Internet, if you are not a CenturyLink subscriber or you are a CenturyLink subscriber but your subscription does not include CenturyLink® High-Speed Internet. Additional information regarding CenturyLink® High-Speed Internet can be found by visiting <http://www.centurylink.com/home/internet/>.

(b) This Agreement does not apply to your use of products or services provided by CenturyLink when used within a residence at which you have an applicable subscription. If you subscribe to CenturyLink® High-Speed Internet, you can see the terms that apply to residential versions of these services by visiting <http://www.centurylink.com/legal/highspeedinternetsubscriberagreement/>.

(c) To use Services pursuant to this Agreement, you must first accept the terms of this Agreement. You can accept the terms of this Agreement by:

- (i) Signing in or checking a box next to "I have read and under the Terms and Conditions" (or similar language); or
- (ii) Using Services pursuant to this Agreement, in which case you understand that the terms of this Agreement apply to your use of such Services.

(d) The earlier of the dates you checked such box or first used Services pursuant to this Agreement shall constitute the "Effective Date" of this Agreement.

3. Registration. To use Services pursuant to this Agreement, you may be required to provide information about yourself (such as identification or contact details). You agree that any registration information you give to CenturyLink will be accurate, complete, and current.

4. Use of CenturyLink® High-Speed Internet via Wireless Fidelity ("Wi-Fi") Services.

- (a) To access and use CenturyLink® High-Speed Internet via Wi-Fi services, you must:
- (i) provide CenturyLink with accurate and complete registration information;
 - (ii) have a wireless-enabled device (compliant with the IEEE 802.11g or n standards, and or any later standard we support) with a web browser or its equivalent;
 - (iii) provide all equipment and software necessary to connect to the Wi-Fi Service (other than the access point provided by CenturyLink);
 - (iv) protect the security information you use to access the Wi-Fi service and notify CenturyLink immediately of any unauthorized use of your account that you become aware of,
 - (v) comply with applicable laws and regulations, including but not limited to copyright and intellectual property rights laws, and
 - (vi) be at least 18 years of age.

5. Third-Party Services, Software and Equipment. Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through use of Service pursuant to this Agreement is subject to the third-party provider's terms and CenturyLink is not responsible or liable for any such services, software, or equipment.

6. Service Conditions. The following conditions apply to the Service. CenturyLink may suspend, terminate, or limit use of your Service if you violate any of these conditions.

(a) Limits on Use. Your use of the Service is subject to the applicable AUP based on your location within CenturyLink Territory or Qwest Territory and located at <http://www.centurylink.com/aboutus/legal/acceptableuse.html>. Also, you agree not to use the Service for high volume or excessive use, in a business or for any commercial purpose, or in a way that impacts CenturyLink network resources or CenturyLink's ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise), or (ii) permit more than one high-speed Internet log-on session to be active at one time. You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, Denial of Service (DoS), etc. It is your responsibility to secure devices, servers, and equipment to avoid the opportunity of becoming exploited. CenturyLink may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all CenturyLink customers. CenturyLink is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) Authorized Use. **You agree that we, in our sole discretion, may place restrictions on use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of this Agreement.**

(c) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink users, (ii) constitutes a criminal offense, (iii) gives rise to a civil liability, or (iv) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

(d) Monitoring and Testing the Service. CenturyLink may, but is not obligated to, monitor the Service for various purposes, including but not limited to verifying AUP compliance and for usage statistics that may be used for marketing purposes. You are responsible for monitoring your accounts for access to newsgroups, social media, mobile applications, "apps", and Web sites that may contain improper material. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. CenturyLink may also test Service for maintenance purposes to detect and/or clear trouble. Additional information about network performance, practices and policies is available on CenturyLink's High Speed Internet Service Management page located at <http://www.centurylink.com/aboutus/legal/internetservicemanagement.html>.

(e) Data Management and Security. CENTURYLINK STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. CenturyLink is not responsible or liable for the management or security of your data, including without limitation loss of your data or back-up or restoration of your data, regardless of whether your data is maintained on CenturyLink servers or your device.

(f) Port 25 Filtering. Port 25 is primarily used for communication between e-mail servers. Filtering e-mail communication going to and from users on port 25 improves network security and helps to reduce the spread of e-mail-

borne viruses and reduce the overall volume of spam on the Internet. Port 25 filtering is a recognized Internet industry best practice for service providers and is used by CenturyLink to automatically protect your device from being used by malware (typically caused by a virus) to send or relay spam. If you need to adjust port 25 filter settings, contact CenturyLink Technical Support (1-888-777-9569) or follow the instructions found at <http://internethelp.centurylink.com/internethelp/zam-port-25.html>.

(g) **Intellectual Property Rights.** Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of CenturyLink and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. CenturyLink grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by CenturyLink or will be implied or arise by estoppels, with respect to any Service.

(h) **Location-Based Advertising.** You may receive advertisements based on the geographic area associated with your IP address, unless you specifically opt-out at <http://LocationBasedAdvertising.Centurylink.com>. CenturyLink does not share your address or any personally identifiable information with advertisers and you will not see additional advertisements as a result of this program, but you may see advertisements that are more relevant to your geographic area.

7. Acceptable Use Policy. All use of the Services will comply with the applicable AUP depending on whether you are in Qwest Territory or CenturyLink Territory, posted at <http://www.centurylink.com/aboutus/legal/acceptableuse.html>. Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"). CenturyLink may immediately terminate or suspend any account which CenturyLink believes is transmitting or is otherwise connected with any Spam. Further, CenturyLink may hold you liable for CenturyLink's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay CenturyLink liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

8. Privacy. By using the Services, you acknowledge the CenturyLink Privacy Policy posted at www.centurylink.com/Pages/AboutUs/Legal/PrivacyPolicy, which describes how CenturyLink handles and protects your information, including proprietary network information, and how we market and communication with you. The CenturyLink Privacy Policy may change from time to time without notice to you. CenturyLink may provide information to third parties or governmental entities when required, or permitted by law; to establish rights or obligations under this Agreement; or to protect CenturyLink's or others rights or property regarding our services or the services of other providers from fraudulent, abusive or unlawful use of, or subscription to, such services. Additionally, CenturyLink, its affiliates and third-party vendors, may access and use information regarding your bandwidth usage and performance of your equipment, Software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities, (b) verify AUP compliance and network performance as well as (c) develop targeted marketing.

CenturyLink does not require or intend to access your data in its performance hereunder, including but not limited to any confidential health related information of your clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 CFR §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI shall be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Non-Subscriber is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and you agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Agreement.

9. Term and Termination.

(a) This Agreement applies to all users of Service(s) pursuant to this Agreement, and will be in effect from the Effective Date until terminated by either CenturyLink or you.

(b) If you use Service(s) pursuant to this Agreement that are accessible without a subscription, you can simply discontinue use of the Service(s) at any time. Doing so will terminate the applicability of this Agreement to you with respect to the Service(s). If you breach any provision of this Agreement or other applicable policies, or for any other

reason, CenturyLink reserves the right to restrict, suspend, or terminate your use any or all of the Services. We may take these actions with or without notice to you. Because unregistered users are generally unknown to us, in most cases we will be unable to give notice of these actions.

10. Limitation of Liability. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO NON-SUBSCRIBER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. CENTURYLINK EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. CENTURYLINK RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.

(b) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT EVEN IF ANY SUCH DAMAGES ARE CAUSED BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS.

(c) WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 10, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY YOU TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY YOU TO CENTURYLINK UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY AND THE THIRD-PARTY FAILS TO PROVIDE THAT SERVICE, CENTURYLINK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE.

(e) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

(f) Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

11. Personal Injury, Death, and Property Damage. CENTURYLINK'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF CENTURYLINK RELATED TO THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY (AS LIMITED IN SECTION 10 ABOVE), OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY CENTURYLINK'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES DESCRIBED IN THE PREVIOUS SENTENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. CENTURYLINK AND OUR AFFILIATES, AGENTS, AND CONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS, REGARDLESS OF THE CAUSE. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO NON-SUBSCRIBER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

12. Indemnification. You agree to indemnify, defend, and hold harmless CenturyLink and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or

others who use your Service; (b) installation, modification, or use of the Service by you and/or any parties who use your Service with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service or the internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; (e) negligent acts, errors, or omissions by you; or (f) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of CenturyLink.

13. Dispute Resolution and Arbitration; Governing Law. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. THE ARBITRATION PROVISION IS SET FORTH BELOW IN PARAGRAPH (a) ("ARBITRATION TERMS"). YOU MAY REJECT THE ARBITRATION TERMS PROVISION BY SENDING US WRITTEN NOTICE TO THE ARBITRATION NOTICE ADDRESS PROVIDED BELOW WITHIN 30 DAYS AFTER YOU BEGIN RECEIVING THE SERVICES. YOUR REJECTION NOTICE MUST STATE THAT YOU REJECT THE ARBITRATION TERMS PROVISION AND INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND PERSONAL SIGNATURE.

(a) Arbitration Terms. You agree that any dispute or claim arising out of or relating in any way to the Services, Software or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory), will be resolved by binding arbitration. This means that the arbitrator, and not any court, shall have exclusive authority to resolve any dispute or claim arising under or relating to (among other subjects) the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any dispute or claim that all of this Agreement, or any part of this Agreement other than this arbitration, provision, is void, voidable, lacking in consideration, illusory, invalid, unconscionable, or for any reason unenforceable. The sole exceptions to arbitration are that either party may pursue claims: (1) in small claims court that are within the scope of its jurisdiction, provided the matter remains in such court and advances only individual (non-class, non-representative, non-consolidated) claims; and (2) in court if they relate solely to the collection of any debts you owe to CenturyLink. This section shall survive the termination of this Agreement to the greatest extent allowed by law. For example and without limitation, if after the termination of this Agreement you bring a dispute or claim in whole or in part based on, or related to, events or omissions that occurred while you were a CenturyLink Non-Subscriber, this section shall still apply.

(i) Arbitration Procedures. Before commencing arbitration you must first present any claim or dispute to CenturyLink in writing to allow CenturyLink the opportunity to resolve the dispute. If the claim or dispute is not resolved within 60 days, you may request arbitration. The arbitration shall be conducted by the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Colorado state law, without regard to choice of law principles, shall otherwise govern and apply to any and all claims or disputes. All face-to-face proceedings shall be conducted at a location which is reasonably convenient to both you and CenturyLink. Arbitration is final and binding. Any arbitration shall be confidential, and neither you nor CenturyLink may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. The arbitrator may award any relief or damages that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides. Judgment on any arbitration award may be entered in any court having jurisdiction.

(ii) Costs of Arbitration. The party requesting arbitration must pay the applicable AAA filing fee, except that if you are an individual using the Services for household or personal use and you initiate arbitration against CenturyLink: (1) you must pay one-half the arbitrator's fees up to a maximum of \$125 if your claim does not exceed \$10,000; (2) you must pay one-half the arbitrator's fees up to a maximum of \$375 if your claim is more than \$10,000 but less than \$75,000; and (3) you must pay an Administrative Fee in accordance with the AAA's Commercial Fee Schedule if your claim exceeds \$75,000 or if your claim is non-monetary. Except as provided in the preceding sentence, each party shall pay its own expenses of the arbitration, including the expense of its own counsel, witnesses, and presentation of evidence at the arbitration. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

(iii) Changes. Notwithstanding any provision in this Agreement to the contrary, if CenturyLink makes any future change to this Arbitration Terms provision during the period of time that you are receiving Services, CenturyLink agrees to send you the required written notice (including email) of any such change. You may reject any such change by sending CenturyLink a responsive written notice within 30 days to the CenturyLink address provided in the Notices section below. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No such future changes, however, that are made

to this provision after either party has submitted a written notice of dispute shall be effective as to your and CenturyLink's pending dispute and/or arbitration.

(b) Waiver of Jury and Class Action. By this Agreement, both you and CenturyLink are waiving rights to litigate claims or disputes in court (except small claims court as set forth in paragraph (a) above). Both you and CenturyLink also waive the right to a jury trial on your respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

14. Notices. Except as otherwise provided herein, all required notices to CenturyLink must be in writing and sent to 931 14th Street, 9th Floor, Denver, CO 80202; Attn.: Legal Department. If applicable, you agree that any notices sent to the e-mail address provided by you will be deemed to have been received by you.

Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when sent electronically to the email address you provided.

15. General. If any term or provision of this Agreement is held invalid, illegal or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will so survive. CenturyLink will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements and policies and posted information referenced herein, constitutes the entire agreement between you and CenturyLink with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof. In the event of any inconsistency between this Agreement and any other documents exchanged between you and CenturyLink related to the Service or Software, the provisions of this Agreement will control.