

## SUPPLIER PORTAL ELECTRONIC ACCESS AGREEMENT

This Supplier Portal Electronic Access Agreement (“Agreement”) applies to your use of **Level 3’s** Supplier Portal, and any associated web page(s) and subpages thereof (“Supplier Portal”). **Level 3’s** Supplier Portal provides access to Oracle’s iSupplier module and is accessible through **Level 3’s** web site. The Supplier Portal allows you to transact business with Level 3 by accessing request for quotations (RFQs), purchase orders (POs), purchase order acknowledgements (POAs), promised ship date notices (PSD), promised service completion date notices (PSCDN), advance ship and/or service complete notifications (ASN/SCN), invoice and payment. By accessing the Supplier Portal, you are agreeing to comply with this Agreement which sets forth the terms and conditions that govern your use of the Supplier Portal. Some of the functions available through the Supplier Portal have separate terms and conditions that apply to your sale of products and services to **Level 3**, and this Agreement is not intended to in any way modify such terms. To the extent there is a conflict between this Agreement and other terms and conditions provided in an existing, current agreement between your company and Level 3 (“other terms and conditions”), the other terms and conditions will govern.

**IF YOU DO NOT AGREE TO THIS AGREEMENT, OR ARE NOT AUTHORIZED TO ACCESS SUPPLIER PORTAL, THEN DO NOT ACCESS OR USE SUPPLIER PORTAL.**

### 1. Definitions of Terms.

1.1. The terms "**Level 3**", "us," "we," or "our" means Level 3 Communications, LLC and its affiliates.

1.2. "Supplier", "you" or "your" means (1) an entity that is the owner of an account to sell products or services to **Level 3** or (2) a representative authorized by an account owner to view account information and/or effect transactions on the account.

### 2. Access.

2.1. Access to Supplier Portal requires a username and password. Upon Supplier set-up, **Level 3** will provide your designated user with a user identification (“User ID”) and associated password (“Password”). You are responsible for generating new username(s) and passwords for each additional representative that you authorize to access Supplier Portal. You may contact **Level 3** to limit authorization to certain applications within Supplier Portal to specified representatives. You are responsible for all control, management, and dissemination of your User IDs and Passwords and other specific access information related to you (collectively, “your Access Information”). You are responsible for all access and use of the Supplier Portal using your Access Information, whether authorized or not, Level 3 will timely review and respond to each request for an initial User ID within a reasonable time. Level 3 may refuse to issue, or may revoke, a User ID at its sole discretion.

2.2. Any access to Supplier Portal resulting from the User IDs and Passwords that have been provided to Supplier is deemed to be performed with Supplier's authorization. Supplier agrees to be responsible for all actions that occur under its User IDs including, but not limited to, responding to RFQs, acknowledgement and acceptance of POs by submitting POAs, PSD, PSCDN, ASN/SCNs, submission of invoices, review of your bank information, and offers for early payment discounts, access to account information, and security breaches. It is Supplier's responsibility to take security measures to prevent unauthorized access to, disclosure, and use of your Access Information, including responsibility for revoking User IDs for any personnel no longer authorized/employed by Supplier. Level 3 has no responsibility for protecting your Access Information. Supplier shall immediately notify Level 3 if Supplier becomes aware that your Access Information has been compromised.

2.3. An authorized Supplier representative may revoke a User ID at any time upon notice to **Level 3** provided in writing, by email or by fax. **Level 3** will revoke the User ID upon receipt of such notice from Supplier. **Level 3** may revoke a User ID at any time during the User IDs operational period if: (a) Supplier requests revocation in the manner specified above; (b) Supplier violates this Agreement; (c) **Level 3** believes, in its sole discretion, that any

of Supplier's User IDs may have been lost or otherwise compromised, or there is a security threat; and/or (d) this Agreement is terminated.

**3. Use Restrictions.** Each User ID is provided solely as a means of facilitating access to Supplier Portal for transacting RFQ, POA, PSD, PSCDN, ASN/SCN, submit invoice, offers for early payment discounts, electronic transactions, and communications between Supplier and **Level 3**, and Supplier shall only use its User ID for these purposes.

3.1 Permission for you to make and use a reasonable number copies of the text, graphics, images, video and audio files and other information ("Content") from the Supplier Portal page is granted subject to the following conditions:

- (a) copies may only be used only for Supplier's internal, non-commercial use and must include the following copyright notice: "© Level 3 Communications, LLC. All Rights Reserved".
- (b) access to the Supplier Portal page is for Supplier's use only, and access rights are not transferable to any other person or entity; and
- (c) Supplier may not otherwise use, modify, copy, print, display, reproduce, distribute, manipulate, or publish any Content from this website or Supplier Portal without the express prior written permission of **Level 3**.

3.2 **Level 3** has the right to modify, reject or eliminate any Content or information residing on or transmitted to its server that **Level 3**, in its sole discretion, believes is unacceptable, violates this Agreement, or is otherwise necessary for **Level 3's** protection of its servers or network. Use of the Supplier Portal or the network infrastructure and/or data display by an unauthorized person or entity is not permitted and is illegal, and **Level 3** reserves the right to take legal action. Content may contain proprietary notices or describe products, services, processes or technologies owned by **Level 3** or third parties. Except for the foregoing limited license to make and internally use copies of the Content, nothing contained herein shall be construed as granting to Supplier a license under any copyright, trademark, patent or other intellectual property right of **Level 3** or any third party.

3.3. Without the express prior written authorization of **Level 3**, Supplier/User may not:

- (a) use external applications that automatically download Content from the Supplier Portal page;
- (b) use any data mining robots ("bots"), hardware or software modules that add a specific feature or service by plugging into an existing larger system ("plug-ins"), or other data gathering and extraction tools, scripts, applications, or methods on the Supplier Portal page;
- (c) use any device, software, or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the Supplier Portal page, server or activities conducted therein;
- (d) take any action that, in our sole discretion, imposes an unreasonable or disproportionately large load on the Supplier Portal page or its network infrastructure or that adversely affects or interferes with **Level 3's** network or other suppliers;
- (e) decompile, reverse engineer, modify or disassemble any of the software in or associated with the Supplier Portal page;
- (f) use any meta tags or any other "hidden text" utilizing **Level 3's** name or any **Level 3** trademark without **Level 3's** prior written permission;
- (g) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Level 3 or use any Level 3**

**trademark except as set forth in the foregoing limited license in these terms and conditions; or otherwise exceed the limited access to the site as authorized by Level 3; or**

**(h) access or attempt to access the information of any other party.**

3.4. The information on Supplier Portal generally is updated regularly, but is subject to adjustment and correction. The Supplier Portal page has a time out limit of thirty minutes.

3.5 Level 3 reserves the right to change the functionality of and the information available through the Supplier Portal in its sole and absolute discretion, including adding or removing features or functionality or discontinuing access completely. Use of information obtained via the Supplier Portal (including any use by end users) shall be limited and consistent with the confidentiality obligations set forth in the applicable non-disclosure agreement between You and Level 3, and You shall ensure that any use of information by Your end users is consistent with the foregoing. If there is no applicable non-disclosure agreement between You and Level 3, then You hereby agree that You will maintain all information obtained via the Supplier Portal in strict confidence and that You will not disclose or use such information in any manner not explicitly allowed in this Agreement without the prior, written authorization of Level 3, and You shall ensure that any use of information by Your end users is consistent with the foregoing.

3.6 **Equipment.** Supplier is responsible for providing and maintaining at its own expense all computers, communications channels and other hardware, software and service that are necessary for Supplier to access the Supplier Portal.

3.7 **Copyright Infringement.** Level 3 responds to notices of alleged copyright infringement according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices at <http://www.level3.com/en/security-law-enforcement-and-acceptable-use-policy/designation-of-agent/>.

**4. No Warranty. LEVEL 3 PROVIDES THE SUPPLIER PORTAL PAGE ON AN "AS IS," AS AVAILABLE, BASIS, WITH ALL FAULTS. LEVEL 3 HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE, QUALITY, ACCURACY, EFFORT, OR PERFORMANCE OF THE SUPPLIER PORTAL PAGE IS WITH YOU. IN ADDITION, LEVEL 3 DOES NOT WARRANT THE SECURITY OF THE SUPPLIER PORTAL OR, INFORMATION, SOFTWARE, CONTENT, AND FEATURES AVAILABLE THROUGH IT WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, PROVIDED PROPERLY OR COMPLETELY, OR BE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK. LEVEL 3 IN ITS DISCRETION MAY PROVIDE SUPPORT FOR THE SUPPLIER PORTAL PAGE. YOU ACKNOWLEDGE THAT THE SUPPLIER PORTAL MAY INCLUDE VERSIONS OF SOFTWARE, APPLICATION PROGRAMMING INTERFACES, BUGS, VIRUSES AND OTHER ERRORS, MAY HAVE LIMITED FUNCTIONALITY, MAY BE SUBJECT TO INTERRUPTIONS OR DELAYS, MAY NOT PROCESS DATA PROPERLY, MAY NOT OPERATE IN ACCORDANCE WITH ANY SPECIFICATIONS OR DOCUMENTATION, AND/OR MAY NOT SUPPORT YOUR BUSINESS REQUIREMENTS ("ERRORS"). IN ADDITION, ANY DOCUMENTATION, USERS' MANUALS, SPECIFICATIONS, AND OTHER MATERIALS SUPPLIED BY LEVEL 3 PERTAINING TO THE SUPPLIER PORTAL MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. LEVEL 3 MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY MATERIALS SUPPLIED IN CONNECTION WITH THE SUPPLIER PORTAL, OR ACCURACY OF ANY RESULTS OR OUTPUT RENDERED BY THE SUPPLIER PORTAL OR THAT THE SUPPLIER PORTAL ARE ERROR-FREE, AND YOU AGREE THAT LEVEL 3 SHALL NOT BE LIABLE FOR ANY DAMAGE SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF SUPPLIER PORTAL OR CAUSED BY SUCH ERRORS. YOU AGREE THAT LEVEL 3 SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY ON YOUR BEHALF FOR ANY REASON WHATSOEVER. YOUR USE OF THE SUPPLIER PORTAL IS AT YOUR OWN RISK, AND YOU AGREE THAT ANY AND EVERY FORM OF LIABILITY TO LEVEL 3 IS EXPRESSLY DISCLAIMED.**

**5. LIMITATION OF LIABILITY.** IN NO EVENT WILL **LEVEL 3** OR ITS SUPPLIERS BE LIABLE TO ANY PARTY FOR (i) ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) OR ANY OTHER DAMAGES ARISING IN ANY WAY FROM OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, PERFORMANCE OF THE SUPPLIER PORTAL, PROVISION OF OR FAILURE TO PROVIDE THE SUPPLIER PORTAL, LOSS OF DATA, YOUR ACCESS OR INABILITY TO ACCESS OR USE THE SUPPLIER PORTAL OR YOUR USE AND RELIANCE ON INFORMATION OR CONTENT AVAILABLE ON OR THROUGH THE SUPPLIER PORTAL, INCLUDING VIRUSES ALLEGED TO HAVE BEEN OBTAINED, OR INVASION OF PRIVACY FROM OR THROUGH THE SUPPLIER PORTAL, EVEN IF **LEVEL 3 OR ITS SUPPLIERS** HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE; OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER DYSFUNCTION IN, OR DESTRUCTIVE PROPERTIES OF, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPLIER PORTAL. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, **LEVEL 3 AND ITS SUPPLIERS'** LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**6. Changes to Agreement.** **Level 3** reserves the right, from time to time, to amend or change this Agreement (including any of the policies which may be applicable to your use of the Supplier Portal page) by posting such revisions to the Supplier Portal Terms link. Your continued use of the Supplier Portal following the posting of changes will constitute your acceptance of such changes. Please check the Supplier Portal Terms link from time to time to review current versions of this Agreement. **Level 3** also reserves the right to, in its sole discretion, change, limit, terminate, modify at any time, temporarily or permanently cease to provide the Supplier Portal page or any part thereof to any user or group of users, without prior notice and for any reason or no reason. In the event you or **Level 3** terminates this Agreement, you must immediately stop using the Supplier Portal.

**7. Intellectual Property Rights.** All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Supplier Portal (including but not limited to, related software and including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the software, and any copies of the software), are owned by **Level 3**, its affiliates or suppliers.

**8. Indemnification.** You agree to defend, indemnify and hold harmless **Level 3** and its officers, directors, employees, agents and suppliers from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from your use of the Supplier Portal or your failure to comply with this Agreement (or by any parties who use your computer, with or without your permission, to access the Supplier Portal).

**9. Acceptable Use Policy and Privacy Policy.** Your access to and use of the Supplier Portal is subject to Level 3's Acceptable Use Policy located at <http://www.level3.com/en/security-law-enforcement-and-acceptable-use-policy/acceptable-use-policy/> and Level 3's Privacy Policy located at <http://www.level3.com/en/privacy/> (collectively, "Referenced Policies"), the terms of which Referenced Policies are incorporated by reference into this Agreement and expressly agreed to by you.

**10. Miscellaneous provisions.**

10.1. If any part of this document is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

10.2. Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

10.3. The interpretation of the rights and duties of the parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of Colorado, excluding its principles of conflicts of law. All claims arising out of or relating to Supplier Portal will be litigated exclusively in the

federal or state courts of Denver County, Colorado, USA, and you and **Level 3** consent to personal jurisdiction in those courts. If litigation is commenced to enforce this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

10.4. This Agreement, including all policies and notices incorporated into this Agreement by reference, constitute the entire agreement between you and **Level 3** with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. You agree not to assign or otherwise transfer this Agreement in whole or in part; any attempt to do so shall be void. This Agreement may be revised by **Level 3** as set forth in Paragraph 6 ("Changes to Agreement") above. Any terms varying from this Agreement in any written or electronic communication from you are not enforceable.

## ABOUT LEVEL 3

We build, operate and take end-to-end responsibility for network solutions that connect you to the world. We put customers first and take ownership of reliability and security across our broad portfolio.

**1.877.2LEVEL3**  
**INFO@LEVEL3.COM**  
**LEVEL3.COM**