

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this ___ day of _____, 201_, by and between Level 3 Communications, LLC, a Delaware limited liability company ("Level 3"), with a place of business at 1025 Eldorado Boulevard, Broomfield, Colorado 80021 and _____, a _____ corporation ("Vendor"), with a place of business at _____.

1. General. This Agreement provides the terms and conditions upon which Level 3 and its Affiliates shall procure, and Vendor and its Affiliates shall provide, Services in accordance with each Statement of Work negotiated by the parties. "Affiliate(s)" of a party shall mean any person or entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with, a party. Any reference herein to "Vendor" shall mean Vendor or its relevant Affiliates, and any reference herein to "Level 3" shall mean Level 3 or its relevant Affiliates.

2. Term. This Agreement shall remain in effect for a period of two (2) years ("Term") from the date first written above ("Effective Date") unless earlier terminated pursuant to the express provisions herein. Following the initial Term, the Term of this Agreement shall be automatically extended for an unlimited number of one-year periods, commencing on the relevant anniversary of the Effective Date, unless terminated by a party upon no less than sixty (60) days notice prior to such anniversary date, or earlier terminated by a party in accordance with the provisions of this Agreement.

3. Definitions. Capitalized terms shall have the meaning specified in this Agreement, and/or the Exhibits, Schedules, and other documents attached hereto or incorporated herein. Each Statement of Work may contain definitions specific to the applicable Project.

4. Services. During the Term of this Agreement, Vendor agrees to provide certain services ("Services") required by and described in each statement of work ("Statement of Work" or "SOW"), attached hereto or incorporated herein by reference to this Agreement, for completion of each project ("Project") which the parties may mutually agree to in writing from time to time. Each Statement of Work shall conform generally to the format set forth in the attached Exhibit A, "Statement of Work Format."

5. Expenses. If provided in the applicable Statement of Work, Level 3 shall reimburse Vendor for Vendor's reasonable out-of-pocket expenses incurred in performing the Services, subject to the following

terms and conditions: (a) Vendor shall provide an estimated budget for out-of-pocket expenses in each Statement of Work, which budget Vendor shall not exceed without prior written approval of Level 3; (b) Vendor shall notify Level 3 in writing within ten (10) days prior to reaching seventy five percent (75%) of the estimated budget; (c) in the event the Statement of Work does not contain an estimated budget, total expenses in excess of five hundred dollars (\$500) shall have been approved by Level 3 in writing prior to being incurred; (d) all expenses shall be fully documented; and (e) all travel expenses are in compliance with Level 3's Travel And Out-Of-Pocket Expense Policy set forth in Exhibit B. Level 3 shall have the right to audit Vendor's records for a period of two (2) years following submission of Vendor's out-of-pocket expenses under this Agreement.

6. Project Plan. Each Statement of Work shall incorporate a Project plan ("Project Plan") which shall include, as applicable, the following; (a) identification of, and completion dates for, all milestone events including all mutually agreed to critical milestone events ("Critical Milestones"); (b) identification of, and completion dates for, all deliverables, including all mutually agreed to material deliverables ("Material Deliverables"); (c) a detailed description of all activities for the Project to be performed by Vendor and Level 3 and the location of each activity; (d) the number of hours, either estimate or firm, required for each activity; and (e) completion dates for each phase of the Project.

7. Time and Materials. If the Statement of Work specifies fees on a time and materials basis, Level 3 agrees to pay Vendor for its time expended in performing the Services based on the hourly rates set forth in the Statement of Work, and reimburse Vendor for the actual cost of materials specified in the Statement of Work and used to perform the Services, all in accordance with the payment schedule set forth in the Statement of Work and subject to any agreed upon maximum amount set forth therein ("Fee Cap"). In the event Vendor's fees exceed any agreed upon Fee Cap (as increased by the amount of any approved Change Order in accordance with Section 10), Vendor shall complete the Services at no additional charge beyond the Fee Cap. In the event a Statement of Work does not contain a Fee

Cap, Vendor shall provide, and the parties shall agree upon, an estimated fee budget for the completion of the Statement of Work, which budget shall not be exceeded without the prior written approval of Level 3. Vendor shall notify Level 3 in writing within ten (10) days prior to reaching seventy five percent (75%) of the Fee Cap or any estimated fee budget contained in the Statement of Work.

8. Fixed Fee. If the Statement of Work specifies, Vendor may perform Services on the basis of: (i) a firm fixed price inclusive of all labor, material and expenses necessary to perform the Services; or (ii) a fixed fee with reimbursable material costs and/or expenses as specified in the Statement of Work. Level 3 will pay Vendor's fees for Services in accordance with the payment schedule set forth in the Statement of Work. All reimbursable material costs and expenses shall be invoiced and paid in accordance with Section 5 of this Agreement.

9. Delay. In the event that Vendor fails, or Level 3 reasonably believes that Vendor may fail, to timely meet any of its obligations under this Agreement or any Statement of Work ("Delay"), Level 3 may, in its sole and reasonable discretion, issue a stop order on the Work ("Stop Order"), until it is reasonably satisfied that Vendor has or will meet its obligations under this Agreement and/or applicable Statement of Work. In the event of a Stop Order or any Delay to the Work, Vendor shall be liable for and shall pay any and all direct and/or indirect costs and/or damages associated with such Stop Order and or Delay.

10. Change Order. A Statement of Work may be amended from time to time upon agreement of the parties and execution of a modification to the Statement of Work ("Change Order"). Either party may request a Change Order to effect a change to the Project. All requests for a Change Order shall be made in writing to the other party. If the requested Change Order results in a deviation to the scope of the Project, Vendor shall provide Level 3 with the applicable fee adjustment within five (5) business days from the delivery of the requested Change Order and specify all other affects the Change Order will have on the Project Plan or other information in the Statement of Work. The parties may mutually agree to an adjustment in the fixed fee or Fee Cap, as applicable, referenced in the Statement of Work due to the Change Order. If Level 3 rejects a request from Vendor for a Change Order, Vendor shall proceed to fulfill its obligations under this Agreement and the last version of the applicable Statement of Work.

11. Ownership. "Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes, algorithms, inventions, and any other information, or materials generated by Vendor in the performance of this Agreement and/or any Statement of Work. Vendor acknowledges that all Work Product is work made for hire and is the property of Level 3, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Vendor hereby assigns to the Level 3 all of the Vendor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

12. Vendor Practices. Vendor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Agreement and each Statement of Work.

13. Progress Reports and Inspections. Vendor agrees to provide to Level 3 written progress reports on the Services being performed under this Agreement in accordance with the Statement of Work or at such times as Level 3 may reasonably request. Such progress report shall minimally contain a summary and status of the Services performed to date and a summary of the Services planned to be performed prior to delivery of the next progress report. Additionally, upon written request by Level 3, Vendor shall furnish to Level 3 such evidence as Level 3 may reasonably require relating to Vendor's ability to perform its obligations under this Agreement and the applicable Statement of Work in the manner and within the time specified. Level 3 shall have the right to inspect the work at all stages and at all times and Vendor shall accommodate Level 3 by providing full and complete access to its facilities and personnel.

14. Document Retention and Audit. Vendor and its subcontractor(s) shall retain all original financial records, supporting documents, statistical records, and all other records related to a Project for a period of three (3) years following completion of a Project or Vendor's submission of its final expenses to Level 3, whichever comes last. Copies of original records may be substituted if authorized by the Department of Commerce ("DOC"). Notwithstanding the foregoing provision, the following exceptions shall apply:

- (a) If any litigation, claim, or audit is started prior to the expiration of the above stated three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- (b) Records for Real Property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition.

The DOC, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records that are pertinent to any Project, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to personnel for the purpose of interview and discussion related to any documents. This right shall not be limited to the three (3) year retention period, but shall last as long as records are retained.

15. Assigned Personnel. Level 3 and Vendor shall keep available at all times during the Term competent and experienced project managers who shall be authorized representatives of Level 3 and Vendor ("Project Managers"). Directions and communications to such Project Managers from either party in connection with the performance of this Agreement and/or any Statement of Work shall be treated as directions and communications to such other party. Vendor will provide trained back-up personnel for each of its assigned personnel in the event that any assigned personnel cannot perform the Services for any reason. Use of back-up personnel shall not result in any disruption in the Services. Vendor shall remove any assigned Vendor personnel at Level 3's request for any reason and replace such personnel with another who meets with Level 3's approval.

16. Termination of Agreement and/or Statement of Work. Level 3 may terminate this Agreement and/or any Statement of Work, with or without cause, upon advance written notice to Vendor. Vendor may terminate this Agreement or any Statement of Work if and only upon the occurrence of a Level 3 Default as defined in Section 18, Default Events. Upon termination of this Agreement or any Statement of Work, Vendor shall promptly deliver to Level 3 any completed or partially completed Work Product, and any copies thereof. Unless termination is caused by a Vendor Default as defined in Section 18, Vendor shall be entitled to compensation for Services

actually performed prior to the termination date, however, in no event shall such amount exceed the amount set forth in the Statement of Work. In no event shall Vendor be entitled to damages for lost profits, lost opportunity, lost income or consequential damages caused by termination of this Agreement, and/or any Statement of Work.

17. Payment. All fees payable to Vendor under this Agreement shall be set forth in an invoice in accordance with the terms and conditions set forth in this Section 17. The sum to be paid by Level 3 to Vendor for a Project (the "Fee") shall be stated in the Project Fee Schedule, on an activity unit rate basis and/or hourly rate basis, (as applicable), an activity quantity basis, and a total project dollars basis. Unless otherwise agreed to by Level 3 in writing, the Fee shall not reflect any rates that exceed those previously quoted by Vendor and accepted by Level 3 on the applicable rate card, ("Rate Card") incorporated herein by this reference. The Rate Card may be amended from time to time after the initial term upon written approval by Level 3. Fee shall be paid in accordance with payment schedules detailed the applicable Statement of Work, this Agreement or Attachments hereto. Unless otherwise agreed by the parties, all amounts payable under this Agreement shall be payable in U.S. Dollars. Vendor shall invoice Level 3 as set forth in this Section, and Level 3 shall pay all net undisputed amounts due to Vendor under this Agreement within forty-five (45) calendar days of Level 3's receipt of Vendor's invoice. If Level 3 remits payment of an invoice to Vendor within fifteen (15) days of the date of receipt of Vendor's invoice, Level 3 shall be entitled to a discount of two percent (2%) of said invoice, which discount Level 3 may immediately deduct from the amount of the invoice. Unless specified otherwise in the Statement of Work or purchase order, Vendor shall submit invoices on a monthly basis in a form mutually agreed to by the parties. Such monthly invoices shall be sent to APInvoices@Level3.com or such other designee as Level 3 directs in writing. If paper invoices are necessary, such invoices shall be sent to the following address:

Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
Attn: Accounts Payable
Fax: (720) 567-0011

or to such other address as may be specified by Level 3 upon written notice to Vendor. Vendor shall also provide a courtesy copy to the Level 3 Project Manager listed within the associated SOW. Each

invoice must reference the applicable purchase order number.

18. Default Events. Each of the following events shall constitute a default ("Default") under this Agreement and shall be considered a material breach of this Agreement, and shall allow a party, as applicable, to seek the remedies under this Agreement:

(a) Failure of Vendor to timely complete a Critical Milestone or deliver a Material Deliverable as set forth in an applicable Statement of Work;

(b) Either party's failure to comply with the confidentiality obligations under Section 25, Confidential Information;

(c) Vendor's failure to maintain insurance coverage required by Section 26;

(d) Level 3's failure to timely pay any undisputed amount due to Vendor in accordance with this Agreement which is not cured within thirty (30) days following notice of said failure;

(e) A material breach of any representation or warranty under this Agreement by either party, provided that such failure is not cured within the time frames, if any, set forth in this Agreement or within thirty (30) days of notice of said breach if no specific time to cure is specified;

(f) Failure of a party to timely observe or perform any other material covenant, agreement, obligation, term or condition required to be observed or performed under this Agreement or an applicable Statement of Work which is not cured within thirty (30) days following receipt of written notice of such failure;

(g) The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) days.

19. Remedies Upon Default. Upon the occurrence of a Default by Level 3, Vendor may, at its option, elect to recover actual amounts owed by Level 3 to Vendor accruing on or before the date of termination, or terminate this Agreement and recover actual damages due to the Default of Level 3, including

expenses, attorney's fees and litigation costs. Upon the occurrence of a Default of Vendor, Level 3 shall have one or more of the following remedies (a) recover actual damages due to the Default of Vendor including expenses, attorney's fees and litigation costs; (b) terminate this Agreement and recover damages caused by such termination; and/or (c) if the Default relates to a Statement of Work, receive a refund of the amount paid under the Statement of Work.

20. Cross-Default. Any event of default by Vendor under this Agreement or any Statement of Work shall constitute an event of default under all Statements of Work; and, except as may otherwise be agreed upon in writing signed, by Level 3, Level 3 may, in its sole discretion: (a) demand that Vendor immediately cure such default; and/or (b) terminate this Agreement and any or all Statements of Work with Vendor and seek any and all remedies available to Level 3 at law or equity.

21. Indemnity.

(a) Vendor shall defend, indemnify and hold harmless Level 3 from and against any and all claims, suits, liabilities, expenses, attorney's fees or damages (collectively "Claims") for any alleged or actual infringement or violation of any copyright, patent or patented right, or other intellectual or proprietary rights arising in connection with this Agreement and any act or omission hereunder;

(b) Each party shall defend, indemnify and hold harmless the other party from and against any and all Claims respecting property, including loss of use thereof, injuries to persons, including death, and from any other Claims on account of acts or omissions of such party under this Agreement, or any of its subcontractors, suppliers, officers, agents, employees or servants. A party's obligation hereunder shall not be limited by the provisions of any workers' compensation act or similar statute.

(c) Each party shall defend, indemnify and hold harmless the other party from and against any and all Claims suffered or incurred on account of any breach by such party of any other covenant or agreement set forth in this Agreement and not otherwise set forth in this Section 21.

22. General Warranties.

(a) Each party represents and warrants that there are no actions, suits or proceedings pending and served against it before any court or administrative agency that would materially impair such party's performance of its obligations under this Agreement

and each party has disclosed to the other party any overtly threatened action, suit or proceeding with respect to such matter of which it is actually aware.

(b) Vendor represents and warrants that it is duly qualified to do business and is in good standing in the locations in which the Services shall be performed.

(c) Each party has full power and authority to execute, deliver and perform its obligations under this Agreement.

(d) Each party represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations or orders issued by any public or governmental agency, body or authority, whether Federal, state, local or otherwise, and has obtained all applicable permits and licenses required of such party in connection with its obligations under this Agreement.

(e) Vendor represents and warrants that it and its subcontractors will comply with the following laws and provisions, as applicable: Equal Employment Opportunity, EO 11246, as supplemented by 41 CFR part 60; Copeland "Anti-Kickback" Act, 18 USC 874 and 40 USC 276c, as supplemented by 29 CFR part 3; Davis-Bacon Act 40 USC 276a to a-7, as supplemented by 29 CFR part 5; Contract Work Hours and Safety Standards Act, 40 USC 327-333; Clean Air Act 42 USC 7401 et seq/ and Federal Water Pollution Control Act 33 USC 1251 et seq.; Byrd Anti-Lobbying Amendment 31 USC 1352; Debarment and Suspension, Eos 12549 and 12689, 15 CFR part 26; Drug-Free Workplace Act of 1988, Title VI Civil Rights Act of 1964 and DOC regs 15 CFR Part 8, Title IX Education Amendment of 1972; Section 504 of the Rehabilitation Act of 1973, as amended and DOC regs 15 CFR Part 8b; Age Discrimination Act of 1975, as amended and DOC reg 15 CFR Part 20; ADA of 1990; any other applicable non-discrimination laws; Non-Discrimination Provisions of executive order 11375 and 12086 DOL executive order 11246; executive order 13166; executive order 13202 Preservation of Open Competition and Government Neutrality Towards Government Contractors, No Violation of Federal Claims Act; and all applicable statues, regulations, executive orders, Office of Management Budget circulars, terms and conditions and approved applications

(f) Vendor and subcontractor shall maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of

personal or organizational conflict of interest or personal gain during the course of any Project. No employee, officer, or agent shall participate in the selection, award or administration of a subaward if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, his partner or an organization in which she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for the subaward. The officers, employees and agents of Vendor shall neither solicit nr accept anything of monetary value from any subcontractors. A financial interest may include, but not be limited to: employment, stock ownership, a creditor debtor relationship, or prospective employment with the organization selected or to be selected for the subcontract..

(n) Pursuant to executive order 13043, Vendor shall encourage its employees, agents and subcontractors to enforce and follow on-the-job seat belt policies and programs when operating any vehicles or equipment.

The warranties set forth in this Section shall survive the expiration or termination of this Agreement.

23. Services Warranty. Vendor represents and warrants that the Services will be performed:

(a) In a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards;

(b) In accordance with this Agreement and the applicable Statement of Work; and

(c) By experienced and qualified personnel.

24. Intellectual Property Warranty. Vendor warrants that the Work Product does not and will not infringe upon any patent, copyright, trademark, service mark, trade name, trade secret or other intellectual or proprietary rights of any third party. This warranty shall survive termination of this Agreement.

25. Confidential Information. Level 3 and Vendor agree to incorporate the terms of the Non-Disclosure Agreement executed by the parties on _____, 201_ (the "NDA"), and agree that any Services performed and materials exchanged under this Agreement will be subject to the NDA.

Notwithstanding any expiration or termination of the NDA, the parties acknowledge and agree that the obligations set forth in the NDA, as applied to this Agreement, shall continue until the expiration or termination of the Term of this Agreement.

26. Insurance. Vendor shall, at its expense, procure and maintain during the term of the performance of the Services hereunder, the following insurance:

- (a) Worker's compensation as required by applicable worker's compensation laws;
- (b) Employer's liability insurance with a limit of not less than \$100,000 for each accident and \$100,000 per employee for bodily injury by disease, with an aggregate limit of \$500,000 per disease;
- (c) Commercial general liability insurance covering all operations of Vendor. Coverage shall include automobile liability (owned, hired and non-owned) operations, property damage, and personal injury with a single limit of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate; and
- (d) Additional excess liability insurance of not less than \$2,000,000 general/aggregate.
- (e) If applicable, Flood insurance is required in flood-prone areas.

Level 3 and any other parties reasonably requested by Level 3 shall be listed as additional insureds under the commercial general liability policy, and Vendor shall cause its insurance carrier to waive all rights of subrogation against Level 3 on Vendor's workers' compensation policy listed above. Vendor shall require all authorized subcontractors to carry insurance coverage similar to that described above. Vendor shall provide certificates evidencing such insurance prior to the initiation of Services. Such certificates shall provide for thirty (30) days' advance written notice to Level 3 of cancellation.

27. Compliance.

- (a) Vendor agrees to comply with Level 3's safety requirements as well as all national, federal, provincial, state and local laws, ordinances, codes, rules and regulations in effect during the course of each Project that may in any way affect the Work by Vendor hereunder, including any requirement that Work be designated or approved by a design professional licensed in the state where the Work is to be performed or installed. Any materials or equipment furnished by Vendor under this

Agreement shall comply in all material respects with national, federal, provincial, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such materials or equipment as of the Effective Date and shall comply with any amendments thereto which may have come into effect prior to the time such materials or equipment is delivered.

- (b) Vendor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Vendor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Vendor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible, except for damage or loss attributable to the gross negligence or willful misconduct of Level 3 and not attributable to the fault or negligence of the Vendor.

- (c) Anti-Bribery Compliance. Neither Vendor nor any of its agents, directors, subcontractors, employees or agents will make, offer, or will cause to be made or offered, any payment, loan or gift of money or anything of value directly or indirectly to (i) any official or employee of any government, or any agency or instrumentality thereof; (ii) any political party or official thereof or any candidate for political office; or (iii) any other person, under circumstances in which it, its directors, employees or agents know, or have reason to know, that all or any portion of such money or thing of value will be offered or given, directly or indirectly, to any person named in items (i) or (ii) above to influence a decision or gain any advantage for Level 3 or Vendor in connection with any transaction directly or indirectly related to this Agreement, or which could result in a violation of the U.S. Foreign Corrupt Practices Act or the OECD Convention on Anti-Bribery.

28. Right to Access; Identification Credentials; Facility Rules.

- (a) Upon reasonable prior notice, Level 3 shall provide to Vendor reasonable physical access to designated areas of its facilities in connection with the performance of Vendor's obligations hereunder. Access to Level 3's facilities shall be subject to Level 3's security rules, policies and procedures which may be revised from time to time. In the event that a Vendor employee, agent, representative or subcontractor is required to have unescorted access to

a Level 3 facility, or is required to have access to the Level 3 network, Vendor shall certify in the attached Exhibit C, Background Certification, that prior to assigning such person to perform Services at a Level 3 facility or network, Vendor shall have conducted a background investigation that meets or exceeds the Level 3 background investigation standard.

(b) Level 3 shall have the right to require Vendor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Level 3 in order to exercise any right of access under this Agreement, and Vendor shall be responsible for the actions of such personnel while on Level 3's premises in accordance with this Agreement. Vendor shall immediately notify Level 3 if any Vendor employee, agent, representative or subcontractor is no longer authorized by Vendor for right of access to Level 3's facilities.

(c) All employees, agents, representatives and subcontractors of Vendor shall, while on Level 3's premises, comply with all rules and regulations that have been provided to Vendor. Vendor shall acquaint itself with the conditions at Level 3's site(s) so that Vendor's activities will not unduly interfere with Level 3's day-to-day operations at such site(s). Vendor shall not stop, delay or interfere with Level 3's day-to-day operations without the prior written consent of an authorized Level 3 representative. Vendor shall provide and maintain sufficient covering to protect Level 3's equipment, furniture and other items from Vendor's activities.

(d) Vendor agrees to comply with Level 3's exit procedures following termination or expiration of this Agreement as a condition of Level 3's final payment to Vendor. Such procedures may include, but are not limited to, notification to proper Level 3 officials, returning all Level 3 equipment and security badges, and execution of appropriate documents.

29. Relationship. Vendor shall be an independent contractor, and not an employee of Level 3, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. Level 3 shall not be liable for employment or withholding taxes respecting Vendor or any employee of Vendor. Vendor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by Level 3 or its subsidiaries or affiliates for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans providing medical, dental, disability or life insurance

protection. Vendor agrees and acknowledges that Vendor is not authorized to enter into any contract or assume any obligation on behalf of Level 3 without the prior written consent of Level 3.

30. Assignment. Neither party may, without the other party's prior written approval (which shall not be unreasonably withheld, conditioned or delayed), voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber all or any portion of its interests in this Agreement, except Level 3 may assign this Agreement to an Affiliate or any person or entity which, through merger, reorganization, acquisition or otherwise, succeeds to all or substantially all of Level 3's business, without approval.

31. Notices. Whenever under the provisions of this Agreement it shall be necessary or desirable for one party to serve any notice to the other party, such notice shall be addressed as follows:

If to Level 3: Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
ATTN: Strategic Sourcing –
Procurement

In case of dispute
with a copy to: ATTN: General Counsel

If to Vendor:

ATTN: _____

Any notice, request, demand, report or other communication served personally shall be deemed delivered upon receipt, if served by mail or independent courier shall be deemed delivered on the date of receipt as shown by the addressee's registry or certification receipt, and if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile (provided the original is thereafter delivered as aforesaid).

32. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

33. Waiver. No waiver by any party of any right or remedy under this Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement. No waiver of any term, covenant or condition of this Agreement shall be

valid unless affirmed in writing.

34. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to choice of law rules. Litigation respecting the terms or enforcement of this Agreement shall only be brought in a court of competent jurisdiction in the State of Colorado.

35. Public Relations. This Agreement shall not be construed as granting to Vendor any right to use any of Level 3 or its Affiliates' trademarks, service marks or trade names or, otherwise refer to Level 3 in any marketing, promotional or advertising materials or activities. Without limiting the generality of the foregoing, Vendor shall not disclose (i) the terms and conditions of this Agreement or any Statement of Work, or (ii) the existence of the project or any contractual relationship between Level 3 and Vendor, or (iii) issue any publication or press release relating directly or indirectly to (i) or (ii) above; without Level 3's prior written consent.

36. Severability. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

37. Conflict of Terms. In the event of a conflict between the terms of this Agreement and any attachments or other documents incorporated herein, the conflict shall be resolved in the following order of precedence: (a) the terms of this Agreement; (b) the terms of any Statement of Work attached hereto or incorporated herein; and (c) any other attached Exhibits in no particular order.

38. Force Majeure. Neither party shall be liable to the other for damages (including liquidated damages) if such party's performance is delayed due to natural disasters or other Acts of God (herein each called a "Force Majeure"). In such event, the affected party shall promptly notify the other of the delay and its likely duration. In the event of a delay in Vendor's performance exceeding seven (7) days due to a Force Majeure, either party may, at any time thereafter, cancel the affected Statement of Work.

39. Entire Agreement; Amendment. This Agreement, including all Exhibits hereto, constitutes

the entire and exclusive agreement between the parties relating to the specific matters covered in this Agreement. This Agreement may be altered, amended or revoked only by an instrument in writing signed by each party hereto and specifically referring to this section.

40. Hazardous Materials. Vendor shall immediately notify Level 3 orally and with an immediate written follow-up report if hazardous or contaminated material is present, encountered, uncovered, or revealed at any site where Work is being performed pursuant to this Agreement ("Site"), regardless of whether Vendor is responsible for its presence. Vendor shall immediately stop all work in the area affected by the condition and not resume work in the affected area unless instructed in writing to do so by Level 3. In the event that the hazardous or contaminated materials are required by Vendor to perform Work under this Agreement, and/or otherwise present on the site as part of Vendor's obligations under this Agreement, Vendor shall obtain for and provide to Level 3 all Material Safety Data Sheets ("MSDS") and/or other relevant documentation with respect to the hazardous or contaminated material prior to commencing Work. Vendor shall not perform, nor allow others to perform any Work at a Site containing hazardous or contaminated materials prior to receiving written confirmation from Level 3 that Vendor may do so. Vendor assumes all liability for Work performed at a site containing hazardous or contaminated material and agrees to Indemnify, defend and hold harmless Level 3 from any and all claims or causes of action stemming from exposure to hazardous materials, including any injury or illness suffered by Vendor, any employee or agent of Vendor, and/or any third party present at a Site while hazardous or contaminated materials are present.

41. Subcontractor Approval. Vendor shall obtain Level 3's written consent, which Level 3 may withhold in its sole discretion, before entering into agreements with any subcontractors who may supply any part of the Work to Level 3. Vendor shall make all subawards in a manner so as to provide for open and free competition. At Level 3's request, Vendor shall provide information regarding the subcontractors' qualifications and a listing of the subcontractors' key personnel. Vendor shall not enter into any agreement with any subcontractor to an agency or employee of the DOC or any other Federal department without prior written consent of Level 3 and the DOC Grants Officer. To the fullest extent practicable, Vendor shall subcontract with small business, minority-owned firms, and women's

business enterprises. Any agreement entered into between Vendor and a subcontractor shall permit modification or amendment of such agreement as is reasonably necessary to complete the Work. Vendor shall be responsible and remain liable for the performance and work of any such subcontractors. Vendor shall indemnify Level 3 for the actions or omissions of its subcontractors under the terms and conditions specified in Section 21. As a condition of becoming an authorized subcontractor, all subcontractors, their representatives, agents and employees must agree to be bound by Confidentiality and Non-Disclosure terms substantially similar to those set forth in Section 25 of this Agreement. All contracts for major materials or equipment shall be subject to the reasonable approval of Level 3.

42. Survival. Any rights or remedies by either Vendor or Level 3 respecting payment of money by the other party, and the provisions of Section 18 Default Events; Section 19, Remedies Upon Default; Section , Indemnity 21; and Section 25, Confidential Information shall survive the end of the Term or any termination of this Agreement. Any provisions that are expressly stated to survive the expiration or termination of this Agreement shall be enforced accordingly.

43. Drafting. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm’s length and careful negotiation, that each party has been given the

opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

44. Transition. Upon the expiration or termination of this Agreement and at no cost to Level 3, Vendor shall work with Level 3 in developing a transition plan to transfer the Services back to Level 3 or to any new supplier designated by Level 3. Vendor shall cooperate in the transition and perform such transition services in a commercially reasonable manner and with no disruptions in the Services.

45. Counterparts. This Agreement may be executed in counterparts that together shall constitute a single agreement.

46. Vendor Review and Reports. Level 3 may require Vendor to participate in business review meetings, as requested by Level 3 in its sole discretion. Level 3 may require Vendor to provide Level 3 with daily, weekly, quarterly performance reports, and/or annual performance reports indicating Vendor’s compliance with all contractual performance provisions under this Agreement or Statement of Work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or other authorized representatives.

Level 3 Communications, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A – STATEMENT OF WORK FORMAT

This Statement of Work (“SOW”) incorporates the terms and provisions of the Master Services Agreement (“Agreement”) by and between Level 3 Communications, LLC (“Level 3”) and _____ (the “Vendor”) dated the __ day of _____, 201_. In the event of a conflict between the terms of the Agreement and any SOW, the terms of the Agreement shall control. This SOW is effective this __ day of _____, 201_.

A. Introduction and Scope of Project

B. Project Plan

C. Deliverables (all Deliverables subject to Level 3 approval)

- What are the Deliverables?
- What are the associated specifications and acceptance criteria?

D. Fee Terms

- Time and Materials (Choose as applicable)
 - Fee Cap Amount
 - Hourly Rates
 - Materials Estimate
 - Fee Estimate and Expense Estimate for Project (not to be exceeded without further written authorization from Level 3)
- Fixed Fee (Choose as applicable)
 - Firm Fixed Price (inclusive of all labor, materials and expenses)
 - Fixed Fee Amount with Reimbursables (specify if expenses or other costs not included)
 - If Expenses Not Included, Expense Estimate for Project
- Vendor will be reimbursed for travel and out-of-pocket expenses associated with this SOW in accordance with the Travel and Out-of-Pocket Expense Policy as set forth in Exhibit B of the Agreement. All such expenses must be preapproved in writing by Level 3 and will be invoiced in the month incurred.
- No additional fees or expenses are to be incurred unless preapproved in writing by Level 3.

E. Timeline

- What are the dates for completion of each Deliverable/Critical Milestone?
- If applicable, what are the start and end dates for this SOW?

F. Level 3 Responsibilities (if any)

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the effective date referenced above:

Level 3 Communications, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B --TRAVEL AND OUT-OF-POCKET EXPENSE POLICY

1. Introduction

Travel and related expenses represent a significant controllable expense with respect to the operations of Level 3 Communications, LLC ("Level 3"). If and as authorized in the Agreement, this Travel And Out-Of-Pocket Expense Policy (the "Policy") shall serve as the basis for reimbursement of reasonable expenses incurred by Vendor employees in the performance of Services for Level 3. Exceptions to this Policy must be approved in writing by the authorized Level 3 manager in advance of incurring the expense. Level 3 reserves the right to revise this Policy from time to time.

2. Definitions

For purposes of this Policy, the following definitions apply:

- a. "Assignment" means the length of time an individual is required to work at a Level 3 site. Use of individual(s) on concurrent tasks/subcontracts shall be considered as one assignment if a break of less than two weeks occurs. Replacement of individuals based on personal or business requirements shall be interpreted as though the same individual was assigned. Example: Employee A fills a Services requirement for forty five (45) days. Employee B replaces A and performs an additional fifty (50) days. Total of this assignment is ninety five (95) days. As an exception, when an employee resignation occurs which is outside the control of the Vendor, the replacement employee may be treated as starting a new assignment.
- b. "Local Employee" means an employee whose residence or Primary Work Site is within a radius of eighty five (85) miles of a Level 3 site.
- c. "Travel Expenses" means actual costs for lodging, meals and incidental expenses.
- d. "Primary Work Site" means the place where the majority of the employee's work time is spent, or the place where the employee returns during working hours upon completions of special assignments¹.
- e. "Days" means calendar days.

3. Applicability

Reimbursement for Travel Expenses, as contained herein, shall be made for those designated and authorized employees of Vendor performing Services who are non-Local Employees during the period of their Assignment to perform Services. Vendor shall pay for all Travel Expenses, subject to reimbursement by Level 3 in accordance with the Agreement and this Policy. Travel Expenses incurred outside of the scope of the Vendor employee's Services will be denied. This includes, but is not limited to, Travel Expenses incurred:

- a. Prior to the execution of the Agreement (unless otherwise approved in writing);
- b. After termination of the Agreement or applicable Statement of Work;
- c. At a location not included in the Agreement of applicable Statement of Work;
- d. During the Term of the Agreement, but not authorized by the Level 3 manager, if such prior authorization is required;
- e. Travel Expenses in excess of those allowed under this Policy;
- f. Travel Expenses incurred for reasons not directly related to the Services.

Only those Travel Expenses which are ordinary and necessary to accomplish the purpose of the business trip are eligible for reimbursement. Entertainment expenses, including alcohol, are not reimbursable. Income and other taxes related to the services provided by Vendor's employee are not eligible for reimbursement. Vendor will be responsible for all unapproved Travel Expenses.

At the request of Level 3, Vendor shall certify, in writing, the place of residence for any Vendor employee. Completed certifications shall be submitted to Level 3 and Vendor shall maintain a copy of the certification.

IF REQUESTED, LEVEL 3 WILL NOT REIMBURSE TRAVEL RELATED EXPENSES UNTIL A PROPERLY EXECUTED CERTIFICATE OF RESIDENCE IS PROVIDED.

4. Lodging, Meal and Incidental Expenses

- a. For travel to a Level 3 site within the continental 48 United States:
 1. For assignments of ninety (90) days or less, costs incurred for Travel Expenses shall be reimbursed only to the extent that they do not exceed, on a daily basis, the maximum established in the General Services Administration Domestic Per Diem Rates for travel in the continental 48 United States (http://www.gsapolicyworks.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASISOrg/main/mt/homepage/mtt/perdiem/travel.htm). The daily Travel Expense allowance is for lodging, meals and all fees and tips to waiters, porters, baggage handlers, and other hotel employees. Expenses for entertainment and personal convenience items such as alcohol, in-room movies, reading material and clothing are not reimbursed. Vendor shall not "host" dinners or events for Level 3 employees and thereafter seek reimbursement from Level 3. "Hosting" costs shall be Vendor's responsibility.
 2. Local Employees of Vendor are not entitled to reimbursement for Travel Expenses.
 3. Travel Expenses covering any vacation period(s) taken in conjunction with travel (including weekends or holidays taken in conjunction with vacation), and the periods covering return trips to the employee's place of residence or Primary Work Site, are not reimbursable.
- b. Costs incurred for Travel Expenses for destinations outside of the continental 48 United States shall be reimbursed only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel, as set forth in the:
 1. For travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States, the amounts set forth by the Per Diem, Travel and Transportation Allowance Committee (<http://perdiem.hqda.pentagon.mil/perdiem/perdiemrates.html>);
 2. For travel in foreign destinations not covered in part (i) above, the amounts set forth in the United States Department of State Foreign Per Diem Rates (http://aoprals.state.gov/content.asp?content_id=184&menu_id=78).

5. Air Travel

Coach/economy class for domestic and international travel. Airfare reimbursement shall not exceed the lowest commercial discount airfare or customary standard airfare (coach or equivalent), except when such accommodations are not reasonably available.

Business-class travel MAY be approved in writing in advance by the responsible Level 3 manager if the following circumstances exist:

- a. No other class of service is provided on regularly scheduled flights between origin and destination;

- b. No space is available in coach class in time to meet the planned travel, which is urgent and cannot be postponed;
- c. Use of business class is required to accommodate a disability or special medical need;
- d. Coach class on an authorized foreign carrier does not provide adequate sanitation or health standards;
- e. There is an overall savings (subsistence costs, overtime, lost productive time) compared to waiting for coach class availability at a later date or time.

Travel schedules shall not include return trips for convenience unless approved by Level 3 in advance.

6. Rental Cars

Cost of local transportation by rented car shall be allowed for business related travel, including travel to and from the airport. Rental cars shall be limited to automobiles in the economy (E) and midsize (M) categories. Rental car usage will be authorized as follows: one (1) economy size car for two (2) or less travelers (for every two (2) travelers, one (1) car); one (1) midsize car for three (3) or more travelers (for every three (3) travelers, one (1) car). Examples: five (5) travelers, one (1) midsize car and one (1) economy size car; six (6) travelers, two (2) midsize cars. Receipts are required for reimbursement.

7. Personal Cars

Local and non-local employees require prior written authorization from Level 3 to utilize their personal automobiles in connection with business travel under the Agreement. Personal automobile use will be reimbursed at the rate specified in the current Internal Revenue Service guidelines per mile for travel directly related to performance of the Services, except that daily local mileage (back and forth to work) shall not be compensated.

8. Return Trips to Residence

For assignments of forty-five (45) days or longer, each Vendor employee is entitled to receive reimbursement for travel costs covering a trip to their residence. Reimbursement shall be limited to payment for one (1) trip every thirty (30) days and to transportation costs only. The initial return trip shall not be made until the employee has been at the assignment for at least twenty five (25) days, unless authorized by Level 3 in advance.

9. Receipts/Itemizing Expenditures

Travel expense accounts shall be submitted, with copies of all receipts for expenses over twenty five dollars (\$25.00), itemizing expenditures for which reimbursement is requested. Reimbursement for gasoline for rental cars is not made for local travel while at the assignment. An original or legible photocopy of receipt shall be maintained by Vendor for audit purposes.

10. Apportionment

Where Vendor employees visit more than one (1) client on the same trip, the expenses incurred are apportioned in relation to time spent with each client.

EXHIBIT C -- BACKGROUND CERTIFICATION

Vendor hereby certifies that with respect to any employee, agent, representative or subcontractor ("Vendor-Employee") requiring unescorted access to a Level 3 facility or Level 3 network, Vendor shall have conducted a background investigation that meets the specified requirements.

Vendor must conduct a background investigation for each Vendor-Employee requiring unescorted access to a Level 3 facility or access to the Level 3 network sufficient to demonstrate compliance with the following requirements, as applicable:

1. Social Security or Equivalent Verification
 - Must reveal employment history for Vendor-Employee over the last seven (7) years or back to age eighteen (18).
2. Criminal History Check Based on Last Seven Years of Residency
 - Check must include federal, state, and local records.
 - If Vendor-Employee has a felony conviction or voluntary plea to a felony the Vendor-Employee does not meet the background check requirements and will be denied unescorted entry to any Level 3 facility and/or the Level 3 network.
3. Work Status
 - Vendor-Employee must be lawfully authorized to work within the United States.
4. Military Verification - Status of Discharge
 - If Vendor-Employee has a dishonorable discharge or equivalent to a felony conviction the Vendor-Employee does not meet the background check requirements and will be denied unescorted entry to any Level 3 facility and/or the Level 3 network.

In addition, Vendor-Employee must possess the education and/or applicable professional license and related professional certificates commensurate with the position. Upon request, Vendor shall demonstrate compliance with this requirement as applicable to the nature of the services to be offered by Vendor-Employee. Under special circumstances, Level 3 may also request Vendor's certification that Vendor-Employee has undergone a chemical/drug screening, with negative results, prior to granting unescorted access authorization.

Vendor-Employees shall not engage in inappropriate conduct while at a Level 3 facility. Inappropriate conduct may include, but is not limited to: (1) being under the influence of or affected by alcohol, illegal drugs, or controlled substances, (2) the manufacture, use, sale, distribution, or possession of alcohol, illegal drugs, or any other controlled substance, except for approved medical purposes, (3) possession, sale, or use of a weapon of any description, or (4) threatening, menacing, harassing, or using violent behavior.

In the event that Vendor-Employee does not meet the requirements of the background investigation, but Vendor has a reasonable belief that extenuating circumstances exist which require or demonstrate that Vendor-Employee should be granted Unescorted Access Authorization, Vendor shall obtain a written release executed by Vendor-Employee and deliver a copy of the same to Level 3 prior to discussing such circumstances with (1) the designated Level 3 manager and (2) the Vice President, Global Security. (or an authorized Level 3 designee) Level 3 shall, in its sole discretion, determine whether the circumstances justify an exception to the requirements allowing Vendor-Employee unescorted access authorization.

Upon request, Vendor shall provide Level 3 with adequate proof of its compliance with the above standards. and the Vendor Security Standard Notwithstanding anything in the Agreement to the contrary, Vendor shall indemnify Level 3 for any Claims arising in connection with this Certification and any act or omission hereunder.

IN WITNESS WHEREOF, Vendor has executed this Certification by its proper officer or other authorized representative.

VENDOR

By: _____

Name: _____

Title: _____

