

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT
FOR
HOSTED INTERACTIVE VOICE RESPONSE SERVICES**

This is a Service Attachment to the Master Service Agreement dated September 29, 2011 ("Agreement" or "Master Service Agreement"), between The Department of Administrative Services ("Customer") on behalf of the State of Ohio, and CenturyLink ("CenturyLink" or "Service Provider"), referred to jointly as the Parties.

WHEREAS, CenturyLink desires to include additional services and the corresponding general provisions thereof; and

WHEREAS, the above named parties desire to execute this Service Attachment to said Agreement.

NOW THEREFORE, in accordance with the Agreement, and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

- The Addition of Service Attachment 5 – Hosted Interactive Voice Response ("HIVR") Services.
- All capitalized terms, unless otherwise defined herein, shall have the meaning assigned to them in the Master Service Agreement.
- The Introduction (Section 1), Features and Functionality (Section 2) contained herein, and the information in Appendices 1, 2 and 3, are:
 - Current as of the Effective Date of this Service Attachment.
 - Provided for informational purposes only.
 - Subject to change in CenturyLink's sole discretion.
 - Any differences will be fully documented in the SOW.
- All other terms and conditions of the Master Service Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Attachment which shall be effective on the date signed by the State.

<p>CENTURYLINK COMMUNICATIONS CORPORATION <i>COMPANY, LLC 276/a</i> CENTURYLINK QCC</p>	<p>STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES</p>
<p><i>[Signature]</i> _____ Signature</p>	<p><i>Robert Blair/ERD</i> _____ Signature</p>
<p><i>[Printed Name]</i> _____ Printed Name</p>	<p><i>Robert Blair/ste Davis</i> _____ Printed Name</p>
<p><i>Offer Management - Director</i> _____ Title</p>	<p><i>Dir/Asst DIR State CIO</i> _____ Title</p>
<p><i>7/6/12</i> _____ Date</p>	<p><i>9/7/12</i> _____ Effective Date</p>
<p>04-6141739 _____ Federal Tax ID</p>	

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This Service Attachment provides the Subscribing Entity's with the ability to purchase Hosted Interactive Voice Response ("HIVR") Services which are offered by CenturyLink.

The following additional information is contained in the Appendix which is located at the end of this document:

- Appendix 1: Features and Functionality Descriptions

1 Introduction

The CenturyLink HIVR Service is a network-hosted, Interactive Voice Response and voice-recognition solutions environment for inbound contact center applications. It provides an industry standard voice XML ("VXML") application-developed environment embedded in the highly reliable and secure CenturyLink network.

The CenturyLink HIVR application can standalone, share and access data with other web-based applications and databases, and deliver transactional information via Computer Telephony Integration ("CTI") to premises-based Automatic Call Distribution ("ACD") and Customer Relationship Management ("CRM") applications.

1.1 How it Works

The inbound call, either local or 8XX, is routed to the CenturyLink Hosted IVR platform. Based on the application design, the call is answered via touch-tone or speech-recognition menu. The information request is then routed, via secure network, to the appropriate web application server for response to the request. If the caller needs to speak with a live agent, and the application uses the CenturyLink Hosted IVR CTI interface ACD Connect, the call is then routed to the Subscribing Entity's ACD.

1.2 Target Audience

This service provides Subscribing Entities with solutions to the following needs:

- Subscribing Entity to Business ("C2B") Interaction
- Repetitive inquiries from callers
- High Touch interaction with callers
- Pre-Routing for Large Call Centers
- Desire to cut costs in the Call Center by lower number of calls to agents
- Desire to move to a Speech Recognition Solution

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1.3 Web Application Server Location Options

The Subscribing Entity(s) will have following options for locating their Web Application Server (“WAS”) which will interact with the HIVR System.

- **Subscribing Entity Network** – The server will be physically located on the Subscribing Entity(s) premises and will reside on the Subscribing Entity(s) own network.
- **CenturyLink Hosted** –
 - “Multi-Tenant Managed Applications” means a CenturyLink owned, monitored and managed: (a) WAS; (b) database servers; (c) load balancers; and (d) supporting network equipment that are shared with other CenturyLink IVR customer applications.
 - “Single-Tenant Managed Applications” means CenturyLink owned, managed and monitored; (a) database servers; (b) load balancers; and (c) supporting network equipment that are shared with other CenturyLink IVR Subscribing Entities; and (d) a WAS which houses only Subscribing Entity’s applications.

2 Features and Functionality

This section provides an overview of the features and functionality for HIVR Services under this Service Attachment. A more detailed description of these features and functionality is located in Appendix 1.

2.1 Standard Features

The following features are included as part of the standard service at no additional cost:

- Toll-free Numbers (this is not standard it has an additional cost for toll free usage under the toll fee agreement)
- Receive/Terminate Calls to the platform
- Virtual Ports
- Audio Output (Note to Subscribing Entity: what is this please define what you mean)
- Dial Tone Multi-frequency (“DTMF”) Data Collection Note to Subscribing Entity: Please define what you mean
- Application-controlled Routing
- In-queue Messaging (Note to Subscribing Entity please define what you mean)
- Voice VXML (CenturyLink supports Voice XML)
- Historical Reporting
- Web-based Bill Presentation
- Transfer Call utilizing TBCT

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- Call Redirect (Note to Subscribing Entity Please define what you need)

2.2 Additional Features

The following features are available at additional cost:

- Overflow Premium
- Hosting
 - Single Tenant
 - Multi Tenant
- Application support
- Call recording
- Speech Recognition
- Text to Speech (TTS)
- Name and address speech module
- Intelligent Call Process ICP (per link and install)
- ACD Connect (Install and per call fee and MRC)

2.3 Functionality - Standard

This section describes the functionality that is included as part of the standard service at no additional cost:

- HIVR Virtual Ports with Dual Tone Multi Frequency (“DTMF”) and/or Automatic Speech Recognition input (“ASR”) collection capabilities,
- Capture of available Automatic Number Identification (“ANI”) and Dialed Number Identification Service (“DNIS”) information,
- Audio playback of pre-recorded prompt messages to callers for scripting,
- Transfer call functionality,
- Support of enhanced VXML instructions by the IVR Platform to drive the logic of Subscribing Entity(s) applications,
- HIVR Platform reporting (Standard Reporter reports only – any custom reporting requirements will be handled under a SOW agreement).
- Web Application Server (“WAS”); Only for CenturyLink owned WAS
- Hosting equipment (only for CenturyLink owned & managed WAS servers, if a Subscribing Entity wants to host the WAS themselves they need to purchase their own equipment) ; and
- Third party software necessary to access the Services.

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3 Service Overview

This section provides an overview of HIVR Services available to the Subscribing Entity(s) under this Service Attachment:

HIVR is an interactive voice response and speech recognition platform that integrates with Subscribing Entity applications, developed using the industry standard Voice XML programming language.

3.1 HIVR Basic Components.

- **(a) HIVR Platform.** The Service includes a network-based platform service that allows businesses to create and operate advanced voice applications. The Service includes the following service components and will vary depending upon what Subscribing Entity orders: HIVR Virtual Ports with DTMF and/or speech recognition input collection capabilities, integration with ICP systems, Overflow Protection Premium, capture of available ANI and DNIS information, audio playback of pre-recorded prompt messages to callers for scripting, transfer call functionality, support of enhanced VXML instructions by the HIVR Platform to drive the logic of Subscribing Entity's applications, text-to-speech for audio output, speech recognition dialog modules, call recording and storage, standalone CTI add-on, ACD Connect, and IVR Platform reporting. Subscribing Entity may order HIVR PG links to integrate the Subscribing Entity provided ICP systems with the Services. Subscribing Entity must obtain or provide, at Subscribing Entity's expense, all communications services, Internet connectivity, Subscribing Entity owned and managed WAS, hosting equipment, ICP systems, and third party software necessary to access the Services.
- **(b) HIVR Monthly Subscription.** The Service also includes the HIVR Monthly Subscription, which Subscribing Entity must purchase during the Term of this Service Exhibit.

3.2 Service Component Descriptions.

- **Call Recording.** Call Recording allows inbound calls to Hosted IVR to be passed through a recording system to capture the HIVR interaction with the Subscribing Entity. Recordings are stored for up to six months for retrieval.
- **Call Recording Storage.** Call Recording Storage provides storage of recorded calls beyond six months. Additional storage is provided in

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annual increments up to seven years.

- **ACD Connect.** ACD Connect provides HIVR Subscribing Entities with the ability to route calls, perform screen pops and pass ANI, DNIS, and Subscribing Entity-entered digits (CED) utilizing a Subscribing Entity's premise ACD for call routing. If requested by Subscribing Entity, CenturyLink will provide the ACD Connect platform to communicate with the Subscribing Entity premises ACD. Subscribing Entity will provide the appropriate Genesys T-Server software which will be installed on a Subscribing Entity Provided WAS that is located at the same physical location as the Subscribing Entity premises ACD. Subscribing Entity must provide a primary and secondary WAS. ACD Connect may only be used with Approved WAS.

3.3 HIVR Multi-Tenant Managed Application.

If requested by Subscribing Entity and accepted by CenturyLink, CenturyLink will host Subscribing Entity's HIVR application in a Multi-Tenant Managed Application environment. All rights in the Multi-Tenant Managed Application are reserved by CenturyLink and CenturyLink does not convey any rights to Subscribing Entity in such Multi-Tenant Managed Application. Subscribing Entity will not have any rights to access any Multi-Tenant Managed Application facilities or environment. Subscribing Entity must purchase CenturyLink professional services under the SOW to develop and modify all applications to be installed in the Multi-Tenant Managed Application environment. The charges for such services are provided in the SOW. Subscribing Entity will have the ability to securely upload specified data to the Multi-Tenant Managed Application environment in a method defined in the SOW.

3.4 IVR Single-Tenant Managed Application.

If requested by Subscribing Entity and accepted by CenturyLink, CenturyLink will host Subscribing Entity's HIVR application in the Single-Tenant Managed Application environment. All rights in the Single-Tenant Managed Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Subscribing Entity in such Single-Tenant Managed Application environment. Subscribing Entity must purchase CenturyLink professional services under the SOW to develop all applications to be installed within the Single-Tenant Managed Application environment. The charges for such services are provided in the SOW. Subscribing Entity will have the ability to securely upload and download specified data to the Single-Tenant Managed Application environment in a method defined in the SOW. Subscribing Entity has the option to utilize an external data source. A secure connection will be required between the CenturyLink Single-Tenant Managed Application and Subscribing Entity's external data source as described in the CenturyLink Internet Port for HIVR section below.

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3.5 HIVR Application Services.

Subscribing Entity may purchase the following HIVR Application Services to assist Subscribing Entity in the development and support of HIVR applications:

- **Pre-package Software.** Pre-packaged software applications developed by CenturyLink for HIVR (e.g. HIVR Call Administration Tool Suite or individual tools –HIVR Call Routing Tool and HIVR Survey Tool). The functionality description of that software is in the separate documentation accompanying such software.
- **Application Development.** CenturyLink will develop a custom HIVR application to Subscribing Entity’s specifications. The details and charges for the custom HIVR application development are provided in the SOW. CenturyLink will: (i) perform the consulting, professional, technical, development and/or design services described herein or in the SOWs; and (ii) develop certain Work Product, if applicable and as specifically described in the applicable SOW, which will perform the functions or contain the attributes described herein or in the applicable SOW. Subscribing Entity acknowledges that the successful and timely provision of Services and any applicable Work Product will require the good faith cooperation of Subscribing Entity. Accordingly, Subscribing Entity will fully cooperate with CenturyLink by, among other things: (iii) providing CenturyLink with all information reasonably required in order to provision the proposed Services and Work Product, if applicable; and (iv) making Subscribing Entity personnel and appropriate development time on Subscribing Entity’s systems available to CenturyLink, so as to permit CenturyLink to provide the Services and Work Product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Subscribing Entity’s business. The Agreement and this Service Exhibit will also apply to and govern the rendering of all Services or Work Product produced in anticipation of and prior to the Agreement. If a conflict arises among the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.
- **Application Warranty.** CenturyLink represents and warrants that the HIVR application developed by CenturyLink or its agents will conform to the specifications in the SOW, and will be free from deficiencies and defects in materials, workmanship, design and/or performance for 30 days after Subscribing Entity’s acceptance of the custom HIVR application (“30-Day Warranty Period”). Within the 30-Day Warranty Period, CenturyLink will provide application support as defined in the SOW.

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- **Application Support.** Post production application support can be purchased for HIVR applications developed by CenturyLink or its agents, as agreed to by the parties in the SOW. CenturyLink or its agents will provide technical assistance and professional services for Application Incidents on HIVR applications outside of the 30-Day Warranty Period. Subscribing Entity must provide CenturyLink access to any Subscribing Entity provided WAS where the CenturyLink HIVR application resides. If CenturyLink spends time isolating problems to an HIVR application that has been modified by Subscribing Entity, its agents, representatives, and/or any third party; (a) application support may not apply; and (b) Subscribing Entity may be charged for such effort at the HIVR Application Support Services Hourly Rate. Post-production support is defined as any HIVR application support request that does not involve functional or code enhancements and includes: (i) problem and defect resolution at the HIVR code or interface level; (ii) content corrections or replacements at the code or database level (Subscribing Entity is responsible for providing content); (iii) VOX/WAV file changes (VOX/WAV file replacement must be requested at least three business days in advance and Subscribing Entity is responsible for providing VOX/WAV files); (iv) resolution of application outage or response time latency analysis; and (v) technical support consultation, e.g. HIVR/platform capabilities, features. Application support is provided in rolling 12 month increments commencing upon Subscribing Entity's acceptance of the Service (each an "Application Support Term") unless either party elects to cancel the application support by providing written notice thereof at least 45 days prior to the conclusion of the current Application Support Term. The HIVR application support charge will be billed monthly at a rate of 1/12 of the annual charge ("Application Support MRC"). The Application Support MRC will be waived during the 30-Day Warranty Period. If, prior to the expiration of the Application Support Term, application support is canceled by Subscribing Entity for reasons other than Cause, or by CenturyLink for Cause, Subscribing Entity will pay to CenturyLink an application support cancellation charge equal to 100% of the Application Support MRC multiplied by the number of months remaining in the current Application Support Term ("Application Support Cancellation Charge"). Application support may also be purchased as needed at the Application Support Services Hourly Rate set forth in the Pricing Attachment. CenturyLink provides standard and premium application support.

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“Standard Application Support” provides support during business hours as defined in the SOW, excluding CenturyLink observed holidays.

“Premium Application Support” provides support during Standard Application Support hours with extended 24x7x365 pager support.

3.6 Service Conditions.

The following conditions apply to the Service:

3.6.1 Ownership; Grant of License.

- **Subscribing Entity Content.** Subscribing Entity Content will remain the sole and exclusive property of Subscribing Entity. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Subscribing Entity to CenturyLink with respect to any of the Subscribing Entity Content except that Subscribing Entity will grant, and hereby does grant, to CenturyLink a Subscribing Entity Content License. The State cannot indemnify.
- **CenturyLink Content.** Any: (i) Newly-Developed Materials; and (ii) Pre-Existing CenturyLink Materials will be the sole and exclusive property of CenturyLink. All rights in and related to the CenturyLink Content, including, without limitation, copyrights, trademarks, trade secrets, patents (including, without limitation, the right to obtain and to own all worldwide intellectual property rights in and to the subject matter embodied by or contained in the Work Product), and all other intellectual property rights or proprietary rights in and related to such CenturyLink Content, are hereby exclusively reserved by CenturyLink. It is expressly understood that, other than expressly provided in this Service Exhibit, no right or title to or ownership of the CenturyLink Content is transferred or granted to Subscribing Entity under this Agreement.
- **Content Licenses.** Subject to the terms and conditions of the Agreement and this Service Exhibit, including, without limitation, upon payment in full by Subscribing Entity of all Service charges, CenturyLink hereby grants to Subscribing Entity during the term of this Service Exhibit a CenturyLink Content License. Subscribing Entity will not have the right to license, sublicense or otherwise transfer to others the right to use the Work Product or the CenturyLink Content (except as may be needed for Subscribing Entities). Any right not expressly granted by the CenturyLink

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Content License hereunder is hereby expressly reserved by CenturyLink.

- **Third Party Materials.** The Services may be in support of and/or the Work Product may contain certain Third Party Materials including, without limitation, speech recognition functionality. All right, title and interest in the Third Party Materials, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved by CenturyLink, CenturyLink's licensors and/or the licensor's suppliers. No right, title or ownership of or related to the Third Party Materials is or will be transferred to Subscribing Entity under this Service Exhibit.
- **ACD Connect.** Subscribing Entity will maintain the operability of the Genesys T-Server software licensed to Subscribing Entity pursuant to the Third Party Materials Subsection above, and the Subscribing Entity Provided WAS residing at the Subscribing Entity premises. Genesys T-server software will not be customized for Subscribing Entity and no code changes are permitted. CenturyLink has no liability for Service deficiencies or interruptions caused by Subscribing Entity, its employees, contractors or agents, or End Users reconfiguring or improperly installing, modifying, or administering the Approved WAS. CenturyLink has no liability for Service where Subscribing Entity does not utilize Approved WAS or makes code changes to the T-server software.
- **Restrictions on Use.** Subscribing Entity is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents and representatives and/or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain; (v) distributing any batch or off-line processing of content using the CenturyLink Content or Third Party Materials; or (vi) use any speech data files delivered by CenturyLink except in connection with the CenturyLink Content or Third Party Materials. The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of CenturyLink, CenturyLink's licensor and/or its suppliers. Subscribing

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Entity will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Subscribing Entity agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions hereof. This provision will survive termination of this Service Exhibit and/or the Agreement.

- **Residual Rights in CenturyLink Know-How.** Subject to CenturyLink's confidentiality obligations set forth in the Agreement, nothing herein will be deemed to limit CenturyLink's right to use the ideas, concepts, processes, techniques, expertise and know-how retained in the unaided memory of CenturyLink as a result of its performance of the Services hereunder.

3.6.2 Voice Services.

Subscribing Entity must purchase, under separate terms and conditions, the voice service used in connection with the Services. HIVR supports CenturyLink toll free services to carry voice traffic into the HIVR Platform. These numbers can either be existing numbers that CenturyLink re-routes to the HIVR Platform or are new numbers that CenturyLink provisions on Subscribing Entity's behalf. Subscribing Entity's application can direct calls to be transferred to another plain old telephone service number or toll free number.

3.6.3 Ports.

Subscribing Entity may order a specific number of Virtual Ports to be allocated to its inbound call traffic. Those ports represent the total number of simultaneous network ports of the HIVR Platform that can be allocated for a particular Subscribing Entity's call traffic at a given time. If a call is bridged with a destination, two physical and virtual ports will be allocated to that call and the first HIVR port remains in the call flow after the second HIVR port making the outbound call is connected to an agent. There is a charge for bridging. The standard is to use TBCT which releases the IVR port when the call is transferred.

3.6.4 Overflow Protection Premium.

"Overflow Protection Premium" allows Subscribing Entity's call traffic to exceed the total number of Virtual Ports of each type purchased (speech recognition or DTMF) by at least 25% additional port capacity at any given time. CenturyLink will make commercially reasonable efforts to process such calls at the rate set forth in the Pricing Attachment. The SLA will not apply to Overflow Protection Premium. Subscribing

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Entities wanting to limit the number of simultaneous calls to a specific number can indicate so on the HIVR Order Form.

3.6.5 Reporting.

HIVR Platform reporting is available in summary and detailed formats on a secure Web site that Subscribing Entity accesses through a standard web browser with separately purchased Internet access. Data can be retrieved in various time increments up to the latest three months.

3.6.6 Platform Upgrades.

CenturyLink is responsible for maintaining the HIVR network. Upgrades to the HIVR network may require changes or updates to Subscribing Entity's application code. Subscribing Entity is solely responsible for all charges associated with such updates to Subscribing Entity's application code.

3.6.7 CenturyLink Internet Port for HIVR.

If Subscribing Entity chooses to host the database, WAS or associated equipment outside of the CenturyLink Managed Application environment and uses CenturyLink iQ Networking® Internet Ports to connect their database, WAS or associated equipment with the HIVR Platform, then notwithstanding any different CenturyLink iQ Networking terms and conditions, Subscribing Entity agrees that (a) the CenturyLink iQ Networking Internet Ports used in connection with the HIVR Services will be augmented with virtual private network software that limits the use of the CenturyLink iQ Networking Internet Port's two way transfer of data solely between the Subscribing Entity premises and the IVR Platform; (b) CenturyLink iQ Networking Internet Port for HIVR will consist of: (i) a dedicated, high-speed network connection between Subscribing Entity's premises and the HIVR Platform over CenturyLink's domestic (continental United States) IP network; and (ii) TCP/IP routing services, which will afford Subscribing Entity IP connectivity solely between the Subscribing Entity's premises and the HIVR Platform; and (c) the CenturyLink iQ Networking Internet Port provided in connection with the HIVR Services will not provide general access to the Internet.

3.6.8 Subscribing Entity Hosted Equipment.

If Subscribing Entity is not using a CenturyLink Managed Application, Subscribing Entity must provide all equipment necessary to maintain and operate the application services including but not limited to the WAS, database and all applicable software, including, without limitation, virtual private network software for the two way transfer of data between the Subscribing Entity WAS environment and the CenturyLink HIVR

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Platform. Upon request, CenturyLink will provide Subscribing Entity recommended WAS and database configurations. Subscribing Entity will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of any equipment or software not provided by CenturyLink. If any equipment or software not provided by CenturyLink impairs Subscribing Entity's use of any Service: (a) Subscribing Entity will nonetheless be liable for payment for all Service provided by CenturyLink and (b) any service level agreement generally applicable to the HIVR Platform or CenturyLink iQ Networking Internet Port will not apply.

3.6.9 Export Administration.

Subscribing Entity agrees to comply fully with all Export Laws to assure that no information, design, specification, instruction, software, data, or other material furnished by CenturyLink nor any direct product thereof, is: (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

3.6.10 Compliance with Laws.

- **General.** Subscribing Entity must comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and orders, as well as all industry standards, applicable to its use of the Service.
- **Recording of Conversations.** Subscribing Entity agrees that it will comply with all federal and state laws regarding the recording of conversations. Subscribing Entity further agrees that it will not record any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers or associated Personal Identification Numbers (PIN) or codes or security codes, without consulting with CenturyLink and securing its prior written authorization to record such information.
- **SLA.** The HIVR Platform and CenturyLink Managed Applications are subject to the SLA, which is effective as of the first day of the second month after initial installation of Services. The SLA does not apply to any other Service component. The SLA provides Subscribing Entity's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink reserves the right to amend the SLA effective upon posting to the Web site or other notice to Subscribing Entity. Only Eligible MRCs will be used in determining any

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SLA credits for such affected production IVR Virtual Ports in accordance with the SLA.

4 Fee Structure

The pricing structure in this Section is based on the RFQ requirement which stipulated that the pricing be based on a vendor hosted service. There will be no deliverables owned by the Subscribing Entity.

The Subscribing Entity(s) will pay to CenturyLink all charges described in the Service Attachment and SOW for Services ordered by the Subscribing Entity(s). Charges for Services that are ordered, or may be ordered, by the Subscribing Entity(s) pursuant to the TSR and/or SOW are set forth below. Any Service component, service or other charge not shown below will be fully documented in the SOW at CenturyLink’s then current rates

Charges. Charges for the Service are as set forth in the Pricing Attachment. The MRCs and per call charges after the application of the HIVR Discount, will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Subscribing Entity will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended immediately behind this Service Exhibit.

4.1 User Interface Options

4.2 Dual Tone Multi-Frequency (“DTMF”) – Touchtone

The following table provides MRC, Usage, and Virtual Port pricing for this service option.

	PRICE	
Monthly Subscription Fee*	\$500	MRC
Usage - Over the Basic Package**	\$.06	Per Minute
Virtual Port - Port Charge	\$67	MRC Per Virtual Port
Virtual Port – Usage Charge***	\$.02	Per Minute
Call Recording (NRC per port)	\$75	NRC
Call Recording (MRC per port)	\$79	MRC
Call Recording Storage for each 12 month increment up to 12 years (MRC per port)	\$10	MRC

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* The Monthly Subscription Fee is assessed at the contract level and is currently paid by the Attorney General’s Office. If the Attorney General cancels the HIVR service, then CenturyLink will waive the Monthly Subscription Fee.

** The Basic Package for DTMF ports includes: 10,000 Minutes of Use (“MOU”); 10 Hours of Technical Support; Access to Data Base and Toll Free Charges.

*** 100 ports maximum with no commitment.

4.3 Automatic Speech Recognition (“ASR”)

The following table provides MRC, Usage, Virtual Port, and PG Link Installation pricing for this service option.

	PRICE	
Monthly Subscription Fee*	\$500	MRC
Usage - Over the Basic Package**	\$.07	Per Minute
Virtual Port - Port Charge	\$135	MRC Per Virtual Port
Virtual Port – Usage Charge***	\$.05	Per Minute

* The Monthly Subscription Fee is assessed at the contract level and is currently paid by the Attorney General’s Office. If the Attorney General cancels the HIVR service, then CenturyLink will waive the Monthly Subscription Fee.

** Basic Package for ASR ports includes: 8,000 MOU; 10 Hours of Technical Support; Access to Data Base and Toll Free Charges.

*** 100 ports Maximum with no commitment.

4.4 Add-on Component Options

The following table provides pricing information for the Add-on Component Options.

	PRICE	
Text-To-Speech Surcharge	\$15	MRC per virtual port
Name & Address Speech Module Surcharge	\$50	Per Virtual Speech Recognition Port
Overflow Protection Premium	\$0.07	Per Minute Metered

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4.5 Hosting Options

The following table provides pricing information for when the Subscribing Entity(s) Web Application Server (“WAS”) is located at CenturyLink Cyber Center.

	Price Per Unit	Unit
1-10 Hosted IVR Virtual Ports	\$25	Per port MRC
11-50 Hosted IVR Virtual Ports	\$20	Per port MRC
51-200 Hosted IVR Virtual Ports	\$15	Per port MRC
Over 200 Hosted IVR Virtual Ports	\$12	Per port MRC
Dedicated WAS with Database* Hosting	\$3,000	Per server MRC
Dedicated Hosting Installation	\$2,000	Per server NRC

4.6 Professional Services

The following table provides pricing information for the Professional Services Options.

	Price Per Unit	Unit
Additional Developer Network Port	\$150	MRC
Additional Tech Support	\$350	Per five support incidents per month
Application Development	Source - SOW	NRC
Project Management	Source – SOW	NRC

4.7 Support Options

The following table provides pricing information for the Support Options.

	Price Per Unit	Unit
Standard Application Support	12% of total application development services	Annual Charge
Premium Application Support	16% of total application development services	Annual Charge
Application Support Services	\$280 / hour	

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Application Transition-In Charge	\$700	NRC
Application Development Training	\$1,500	Per Student NRC
Application Testing	\$4,000	NRC

4.8 Call Administration Tools

The following table provides pricing information for the Call Administration Tool Options.

	Price Per Unit	Unit
Call Routing Tool	\$350	MRC
Subscribing Entity(s) Survey Tool	\$350	MRC
Outbound Notification Tool	\$350	MRC + Install

4.9 One Time Costs

Each HIVR implementation is a customizable solution whose implementation cost will vary based on the unique needs of the Subscribing Entity. CenturyLink will work closely with each subscribing entity to fully understand their specific needs and requirements so that a reasonable cost proposal, which accounts for the application's complexity, professional service requirements, and third party software needs can be developed. The scope for all One Time Costs will be fully documented in an SOW and agreed to in advance by both parties.

5 Terms and Conditions - Service Specific

This section contains the additional Terms and Conditions that are specific to the Hosted IVR Services.

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5.1 Professional Services

Each Hosted IVR Service implementation is a customized solution which is dependant upon the unique business needs of each Subscribing Entity. Prior to placing an order in the TSR system, CenturyLink Professional Services will work closely with Subscribing Entity to develop provide a Statement of Work (“SOW”) that will fully detail the following items:

- Description of Work - CenturyLink Professional Services team will develop, implement, validate and deploy call-flow strategy
- Discovery Workshop/Requirements Document - information obtained from the various entities on their call center operational business needs.
- Strategy Development, Validation and Implementation
- CenturyLink Professional Services and Subscribing Entity(s) Responsibilities and Deliverables
- Optional Services
- Pricing Information

5.2 Ordering Service

- “Order Form” shall mean and refer to the authorized forms for purchase by the Subscribing Entity(s) under the TSR system.
- All Services are subject to facilities and capacity availability and CenturyLink reserves the right to reject any Order Form in its reasonable discretion.
- CenturyLink will be obligated to provide the Services only after such Order Form is accepted by CenturyLink. CenturyLink will document the Subscribing Entity(s) orders and changes in CenturyLink’s records. The Subscribing Entity(s) specifically agrees that all Order Forms relating to the Service submitted to CenturyLink by the Subscribing Entity(s) during the Term of the Agreement will be governed by the rates, terms and conditions set forth in the Agreement and this Service Attachment.

5.3 Intellectual Property Indemnification by CenturyLink

As provided in this subsection, CenturyLink will indemnify, defend and hold OIT and the Subscribing Entity(s) harmless against any third party claim, allegation or suit against OIT and the Subscribing Entity(s) alleging that any Service(s) furnished under this Service Exhibit infringes any patent or copyright enforceable in the United States, or misappropriates any trade secret (the “Allegation”).

CenturyLink’s entire obligation to indemnify, defend and hold OIT and the Subscribing Entity(s) harmless shall be to: (i) defend OIT and the Subscribing Entity(s) against the

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Allegation; and (ii) pay all damages and costs that by final judgment are assessed against OIT and/or the Subscribing Entity(s) due to the Allegation.

Subject to Ohio Revised Code Section 109.02, at CenturyLink's option and expense, CenturyLink may settle the Allegation. After notification of such claim by the Subscribing Entity(s), CenturyLink may: (i) procure for the Subscribing Entity(s) the right to continue using the Covered Service; (ii) replace or modify the Covered Service to provide the Subscribing Entity(s) with a non-infringing service of like quality and features; or (iii) if (i) or (ii) are not reasonably achievable, terminate provision of the affected Covered Service.

CenturyLink's obligations are expressly conditioned upon the following: (i) the Subscribing Entity(s) will promptly notify CenturyLink in writing of the Allegation; (ii) CenturyLink will have sole control of the defense or settlement subject to Ohio Revised Code Section 109.02; and (iii) the Subscribing Entity(s) will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense.

CenturyLink shall have no obligation under this paragraph for any Allegation that arises from: (i) modifications to the Covered Service(s) made by the Subscribing Entity(s) or at the Subscribing Entity(s) request; (ii) use of the Covered Service(s) except in conformance to all instructions and documentation; (iii) combinations of the Covered Service(s) with other products or services provided by the Subscribing Entity(s), third parties or CenturyLink; or (iv) transmission of non-CenturyLink supplied content, data, or other information.

THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE SUBSCRIBING ENTITY(S) AND OIT, AND THE ENTIRE OBLIGATION AND LIABILITY OF CENTURYLINK, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

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5.4 Restrictions on Use

The Subscribing Entity(s) is/are expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents and representatives and/or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; or (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain.

The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of CenturyLink, CenturyLink's licensor(s) and manufacturers and/or its suppliers. The Subscribing Entity(s) will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Attachment. The Subscribing Entity(s) agrees that the licensors or manufacturers of Third Party Materials and their suppliers are intended third party beneficiaries of the provisions hereof. This provision will survive termination of this Service Attachment and/or the Agreement.

In order to ensure compliance by the Subscribing Entity(s), CenturyLink will include the language from this Section in the SOW.

5.5 Residual Rights in CenturyLink Know-How

Subject to CenturyLink's confidentiality obligations set forth in the Agreement, nothing herein will be deemed to limit CenturyLink's right to use the ideas, concepts, processes, techniques, expertise and know-how retained in the unaided memory of CenturyLink as a result of its performance of the Services hereunder.

5.6 Acceptable Use Policy

All use of the Services will comply with the CenturyLink Acceptable Use Policy ("AUP"), which is posted at <http://www.CenturyLink.com/legal/>. The AUP is incorporated by reference and made a part of this Service Attachment. CenturyLink may immediately suspend a Service for any violation of the AUP. CenturyLink may change the AUP at any time and such change will be effective upon posting to the website or other notice to OIT.

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Terms and Conditions – CenturyLink Provided Shared Services Multi Tenant

This section contains the additional Terms and Conditions that are specific to a CenturyLink provided shared services.

5.7 Pre-Package Software

Any pre-packaged software application provided by CenturyLink to Subscribing Entity(s) hereunder may be used only in connection with the Services on the Multi-tenant Hosted System, or a Single tenant WAS hosted by CenturyLink. Such software is subject to the CenturyLink Content License and Subscribing Entity(s) can install and operate the software only on one primary server and one or more secondary servers (as necessary) to satisfy a Subscribing Entity's need for redundancy and high availability. Such software is licensed (not sold) to Subscribing Entity(s).

6 Taxes, Surcharges, and Governmental Fees

CenturyLink will not bill the Subscribing Entity(s) for taxes for which the Subscribing Entity(s) has/have provided a valid certificate of tax exemption. CenturyLink may be required to charge certain taxes, surcharges and governmental fees to the Subscribing Entity(s), for which the Subscribing Entity(s) may be liable. Until Service is provisioned, CenturyLink is unable to provide an itemized list of these taxes. Surcharges and fees as rates differ by state, county, city, district, product, component group code, product component, and application code. After Service is provisioned in accordance with this Service Attachment, applicable taxes, surcharges and fees will be listed on the Subscribing Entity(s) billing statements.

7 Cost Recovery Fee

CenturyLink shall fulfill cost recovery requirements as set forth in the Master Service Agreement.

8 State Level Reporting Requirements

CenturyLink shall fulfill all reporting requirements as set forth in §8.4 of the Master Service Agreement.

9 Service Level Agreement Requirements

These Services are subject to the HIVR Service Level Agreement's ("SLA") posted on CenturyLink's web site at www.CenturyLink.com/legal, which is effective as of the last signature date of this Service Attachment. The SLA provides the Subscribing Entity(s) sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. OIT and Subscribing Entity(s) represents and warrants, or

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will represent and warrant as the case may be, that as of the Effective Date of this Service Attachment, and prior to both executing the Order Form and receiving the Service, that they (a) have had the opportunity to access and has in fact read the SLA, and (b) understand the SLA and the amount of SLA credits available therein. CenturyLink reserves the right to amend the SLA effective upon posting to the web site or other notice to OIT.

10 Definitions

- “ACD” means Automatic Call Distribution.
- “Application Incident” means a single support issue directly related to the programming or maintenance of an HIVR application developed by CenturyLink or its agents, and the reasonable effort needed to resolve it.
- “Approved WAS” means CenturyLink’s standard HIVR WAS configuration requirements.
- “CTI” means Computer Telephone Integration.
- “Subscribing Entity Content” means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes and/or designs, whether or not reduced to practice and whether or no patentable supplied by Subscribing Entity to CenturyLink.
- “Designated Charges” means MRCs, NRCs and per minute usage charges for (a) HIVR Basic Components, Multi-Tenant Managed Application, and Application Services listed in the Pricing Attachment; (b) Basic components in the HIVR Carrier Neutral Option Services Exhibit, if applicable; (c) CenturyLink professional services purchased under the SOW; (d) CenturyLink voice services used by Subscribing Entity’s callers to access the HIVR Platform and transfer to Subscribing Entity’s call center (offered under the Agreement or a separate agreement); and 9e) CenturyLink IQ Networking® Internet Ports used with HIVR (offered under a separate Service Exhibit to the Agreement or a separate agreement).
- “DTMF” mean Dual tone multi-frequency.
- “Eligible MRCs” means MRCs for HIVR Virtual Ports for DTMF and/or Speech Recognition, HIVR Text to Speech Module, HIVR Speech Module, HIVR PG Link for ICP, HIVR Monthly Subscription, and use of CenturyLink Managed Applications.
- “Export Laws” means all relevant export laws and regulations of the United States.
- “ICP” means intelligent call processing which enable calls to be routed to an agent via computer telephony integration.

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- “HIVR Monthly Subscription” consists of either five production HIVR DTMF Virtual Ports or two production HIVR Speech Recognition Virtual Ports to be used only with CenturyLink 8XX services.
- “HIVR Platform” means CenturyLink’s HIVR servers and network control servers that receive calls from Subscribing Entity callers, process those calls and direct any outbound calls from the servers.
- “Multi-Tenant Managed Application” means a CenturyLink owned, monitored and managed; (a) WAS; (b) database servers; (c) load balancers; and (d) supporting network equipment that are shared with other CenturyLink HIVR Subscribing Entity applications.
- “Newly-Developed Materials”. Means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes and/or designs, whether or not reduced to practice and whether or not patentable, developed by CenturyLink in the performance of the Services (including, without limitation, the Voice XML or other formatting code, source code and object code of any software and the documentation related thereto. If any) and all modifications, enhancements or derivative works thereof.
- “Pre-Existing CenturyLink Materials” means all pre-existing materials, creative content, tools, inventions, specifications, methodologies, processes and/or designs, whether or not reduced to practice and whether or not patentable, provided or used by CenturyLink in the performance of the Services (including, without limitation, all such Voice XML or other formatting code, source code and object code of any software owned or developed by CenturyLink prior to the effective date of this Service Exhibit) and all modifications, enhancements, enhancements or derivative works thereof.
- “Pricing Attachment” means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.
- “CenturyLink Content” means Newly-Developed Materials and Pre-Existing CenturyLink Materials.
- “CenturyLink Content License” means a worldwide, non-exclusive, non-transferable license to use the object code form of the CenturyLink Content only as it is embedded, linked, bundled and/or otherwise made an essential and necessary part of the Work Product by CenturyLink, or is otherwise required to be used in connection with, the Work product.
- “CenturyLink Managed Application” means Multi-Tenant managed Application and Single-Tenant Managed Application.
- “Single-Tenant Managed Application” means CenturyLink owned, managed and monitored: (a) database servers; (b) load balancers; and (c) supporting network

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equipment that are shared with other CenturyLink HIVR Subscribing Entity; and (d) a WAS which houses only Subscribing Entity's applications.

- "SLA" means the HIVR Platform Service Level Agreement posted on CenturyLink's Web site at www.CenturyLink.com/legal.
- "SOW" means the HIVR Application Development Statement of Work attached hereto or referenced in this Service Exhibit.
- "Third Party Materials" means third-party hardware or software components.
- "Virtual Port(s)" means the HIVR ports available to support the transaction requests for Subscribing Entity specific applications. The virtual ports are allocated from the shared physical ports available within the HIVR services platform.
- "Work Product" means each product or item produced by CenturyLink by (a) linking or bundling any one or more of the following; (b) embedding any one or more of the following within any one or more of the following; or (c) otherwise make any one or more of the following a necessary and essential part of any one or more of the following; (i) the Newly-Developed Materials; (ii) the Pre-Existing CenturyLink Materials; (iii) the Subscribing Entity Content; and/or any Third Party Materials.