

Level 3[®] Port Out Request Tool Access Terms of Use

You, Carrier, by acknowledging these terms below, agree to the following terms as a condition of gaining access to the Level 3 Port Out Request Tool (“the Level 3 Port Out Request Tool Portal”). The Level 3 Port Out Request Tool is the standardized mechanism for submitting change of carrier requests to Level 3 in order to transfer telephone number assignments from Level 3 to an authorized end-users’ newly selected provider or carrier

1. Authorized User and Binding Effect. Only authorized users may access the Level 3 Port Out Request Tool. By registering to access the Level 3 Port Out Request Tool you represent you are an authorized representative of a Carrier with certification or authority to make port out requests. You also represent that you are authorized to request and view end-user information that may be available through the port out process and/or take those actions you submit via this Level 3 Port Out Request Tool, all of which actions are binding upon Carrier. Level 3 may deny Level 3 Port Out Request Tool access, in its sole and absolute discretion, at any time for any unauthorized or improper use of the Level 3 Port Out Request Tool.

2. Grant of License. Level 3 grants Carrier a limited, non-exclusive, non-perpetual, non-transferable, personal, non-sublicenseable and revocable license to use the Level 3 Port Out Request Tool solely for the purposes described herein (“License”). This License will continue for so long as Carrier utilizes the Level 3 Port Out Request Tool in accordance with these Terms of Use or until termination by Level 3, whichever is earlier. Carrier acknowledges that the Level 3 Port Out Request Tool and all rights therein, including any patent, copyright, trademark, trade secret and any other intellectual property right, and related source code are the exclusive property of Level 3 and/or its affiliates, and that Level 3 and/or its affiliates retains all such rights, title and interest in and to the Level 3 Port Out Request Tool.

3. Level 3 Port Out Request Tool Features and Functionality. The Level 3 Port Out Request Tool is a web-based application that provides Carrier access to and control over certain aspects of its telephone number porting relationship with Level 3 via a graphical user interface (“GUI”). Unless indicated otherwise, Level 3 provides access to certain features or functionality of the Level 3 Port Out Request Tool free of charge, which may include placing specialized orders; checking order status; supplementing orders; cancellation of orders. If and to the extent that Level 3 provides order related or other information, such information is indicative only and shall not be used to determine the applicability or amount of any alleged damages or remedies. Level 3 may change the features, functionality of and/or the information available through the Level 3 Port Out Request Tool in its sole and absolute discretion, including discontinuing any functionality or the Level 3 Port Out Request Tool completely.

4. Information Obtained Via the Level 3 Port Out Request Tool. Customer agrees that any and all information accessed via use of the Level 3 Port Out Request Tool is and will be used solely and only as necessary to perform telephone number porting activity and that the information will otherwise remain confidential. Such information may be used only in regard to your Level 3 port out requests and may not be disclosed to third parties unless it is otherwise agreed to between the parties or compelled by a court order or comparable lawful mandate.

5. Level 3 Port Out Request Tool Use and Security. Customer shall not input any data into the Level 3 Port Out Request Tool that is false, misleading, threatening, indecent, libelous, defamatory, unlawful or that violates or infringes any trademark, copyright or similar rights of others. Customer shall indemnify, defend and hold Level 3 harmless from any claims arising from Carrier’s use of or access to the Level 3 Port Out Request Tool. Carrier is responsible for ensuring the security of all passwords, user names, and other end-user or Carrier specific access information. Carrier is responsible for all access and use of the Level 3 Port Out Request Tool, whether authorized or not, including use of any security information. Carrier is responsible for ensuring that only approved users have appropriate levels of access. Carrier will notify Level 3 immediately of any suspected or actual breach of security on the Level 3 Port Out Request Tool or any suspected or actual compromise of access related or other Level 3 Port Out Request Tool information.

6. Special Terms for A Carrier’s Delegated Administrator. If you have been designated as the delegated administrator for your carrier company, you are responsible for setting up and keeping current all security and administration of Carrier’s use of the Level 3 Port Out Request Tool which may include but not be limited to: (i) assigning each user a separate ID for entry into the Level 3 Port Out Request Tool; (ii) assigning levels of permission for each user to assure that users have access only to those aspects of the Level 3 Port Out Request Tool if such user has authority to act for Carrier; (iii) ensuring users who should no longer have access are removed from any approved access list Level 3 keeps or are otherwise denied access to the Level 3 Port Out Request Tool; and (iv) ensuring that any user access you provide to the Level 3 Port Out Request Tool is done only with Level 3’s consent, and subject to confidentiality and other terms no less stringent than those set forth herein.

7. Limitation of Liability/No Warranty. LEVEL 3 SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF LEVEL 3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, ARISING OR RESULTING OR FROM OR IN ANY WAY RELATING TO CARRIER’S USE OF OR ATTEMPT TO USE ANY LEVEL 3 PORT OUT REQUEST TOOL. PORTALS ARE PROVIDED “AS-IS” AND LEVEL 3 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THEIR USE. LEVEL 3 HEREBY DISCLAIMS ALL WARRANTIES INCLUDING ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF NON-INFRINGEMENT.