Thank you for selecting CenturyLink High-Speed Internet Data-Backer. The service level you selected provides the assurance of expert, on-site troubleshooting and repair for your High-Speed Internet service. Our thorough on-site inspection process is designed to quickly locate the source of trouble. And, best of all, if a repair is needed on your inside wiring or jack, a skilled CenturyLink™ technician will handle all covered repairs – at no extra cost to you!

The easiest way to maintain your Internet connection

- On-site troubleshooting included, even if our technician locates a problem in your high-speed Internet equipment.
- Thorough inspection process quickly locates and diagnoses the source of trouble.
- Repair or replacement, as needed, of the inside wiring and one jack that provide your high-speed Internet connection.
- Installation, repair and workmanship professionally handled by CenturyLink technicians.
- 30-day limited warranty on all work we do.
- Replacement of modem as applicable.

Ask how you can save on CenturyLink High-Speed Internet Data-Backer when you combine your coverage with Unistar® for your business telephone equipment. Call us for details.
CenturyLink™ High-Speed Internet Data-Backer® Service and Extended Modem Warranty Terms and Conditions

For Service Call: 1-888-777-9569

Thank you for selecting CenturyLink High-Speed Internet Data-Backer Service and Extended Modem Warranty. These Terms and Conditions, together with your monthly bill (“Bill”) from CenturyLink, constitute your entire plan service agreement (the “Plan”) and govern the services described below. This Plan is a legal contract, so you should keep a copy of it for future reference. Asurion Warranty Protection Services, LLC, is the Plan administrator and, except as stated otherwise herein, the obligor of this Plan.

PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY, AS IT AFFECTS YOUR RIGHTS. THIS PLAN CONTAINS AN ARBITRATION AGREEMENT THAT REQUIRES THE RESOLUTION OF ANY DISPUTES WITH ASURION OR CENTURYLINK BY ARBITRATION RATHER THAN BY COURTS — ALSO CONTAINS PROVISIONS THAT LIMIT THE LIABILITY OF ASURION OR CENTURYLINK TO YOU - PLEASE SEE THE DATA-BACKER COVERAGE LIMITATION OF LIABILITY AND LIMITED WARRANTY / SOLE REMEDY AND EQUIPMENT COVERAGE LIMITATION OF LIABILITY PROVISIONS BELOW.

Definitions. (1) “we”, “us”, and “our” mean Asurion, the company obligated under this Plan; (2) “CenturyLink” means Qwest Corporation, DBA CenturyLink QC and its subsidiaries, successors and assigns the seller of this Plan, located at 1801 California, #900, Attention: Legal Department, Denver, Colorado 80202; (3) “Asurion” means Asurion Warranty Protection Services, LLC and its successors and assigns, located at Post Office Box061078, Chicago, IL 60606-1078, at toll-free phone number 1-888-777-9569; (4) “simple inside telephone wire” means the wire that runs from the CenturyLink connection point (usually a small box on the outside of your location) to a telephone jack or outlet inside your business that you plug your High-Speed Internet modem or other High-Speed Internet equipment into, but for purposes of this Plan, no coverage is extended to wire or cable not actually used to provide High-Speed Internet-related equipment, or one computer connected to your High-Speed Internet service is with covered simple inside telephone wire and jack repair and trouble location. The Plan does not cover installation and corrective work to permit your CenturyLink High-Speed Internet service to become operational. The Data-Backer Coverage does not cover trouble that exists prior to establishing operating High-Speed Internet service or prior to establishing the Plan.

1. Data-Backer Coverage: If your CenturyLink High-Speed Internet service fails, then at your request during the Plan Period, “Data-Backer Coverage” will provide trouble location and repair of your simple inside telephone wire and one jack used to provide your CenturyLink High-Speed Internet service. Additionally, CenturyLink will not charge you, while you are a Data-Backer Coverage subscriber, additional amounts, including, but not limited to, maintenance or service charges, time and materials charges, or trouble isolation charges for covered simple inside telephone wire and jack repair and trouble location. The Plan does not cover initial installation and corrective work to permit your CenturyLink High-Speed Internet service to become operational. The Data-Backer Coverage does not cover trouble that exists prior to establishing operating High-Speed Internet service or prior to establishing the Plan.

2. Equipment Coverage: “Equipment Coverage” provides replacement services for the Covered Product in the usual and customary usage of the Covered Product. If the Covered Product malfunctions or fails to operate due to a defect in material or workmanship, normal wear and tear, accidental damage due to handling or power surges, it will be replaced with an item of comparable kind and quality. There is no assurance, representation, or guarantee that any replacement item will be identical or will offer the same functionalities as your original Covered Product. If we determine that the Covered Product needs replacement, a replacement of like, kind and quality will be sent within approximately ten (10) business days from the date the service claim is made. Replacement items will be new, remanufactured or refurbished, at our option. If the identical Covered Product is no longer available, we will replace it with a product of comparable functionality. In all cases, we will determine product comparability including functionality at our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. Non-original manufacturer parts may be used in remanufactured or refurbished products. Covered Product approved for replacement must be returned to us at our shipping expense in the return mailer included with your replacement product. You must return the Covered Product within 30 days, or pay the non-returned equipment charge applicable to the model of Covered Product that we replace. YOU CAN AVOID THIS CHARGE

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BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED. Replacement items automatically become the Covered Product. You hereby assign to us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Product we replace.

Agreement. You agree to all the provisions of this Plan when you order the Plan. We may increase the monthly charge for the Plan, change the administration of the Plan, or change these Terms and Conditions from time to time upon 30 days written notice to you, subject to applicable law. Such notice may be provided in a Bill insert, as a message printed on your Bill, in a separate mailing, by email, or by any other reasonable method, at our discretion. Your continued use of the Plan and payment of the charges, after such notice, constitutes your acceptance of the changes. The monthly charge for the Plan may be decreased by us without prior notice. The Plan is available only to customers of CenturyLink.

For Data-Backer Coverage, the Plan is available only to customers of CenturyLink High-Speed Internet service and must be purchased on a per line basis; customers with multiple High-Speed Internet lines at a single customer location must purchase separate Plans for each and every High-Speed Internet line at such location. We will arrange for an authorized service provider to perform the trouble location and repair services as provided for in this Agreement. CenturyLink is an authorized service provider for the Plan. Your participation in the Plan is optional and you may cancel the Plan at any time. Please refer to the section of this Plan regarding cancellation.

Plan Period. The Plan is offered on a monthly basis for a term which begins on the date your order or request for the Plan is received (the “Effective Date”) and shall continue month-to-month until terminated by you or by us. You may elect not to renew the Plan upon at least 30 days written notice to us. You will have no lapse in coverage when you move locally to another location and continue the CenturyLink service and the services under this Plan.

Charges. You will be billed monthly, in advance, on your Bill. Applicable taxes, charges, regulatory surcharges, and assessments, if any, will be added to your Bill. If CenturyLink does not receive full payment on the due date shown on the Bill, and/or if your payment is returned/dis honored, CenturyLink may charge you for the returned/dis honored payment and for the late payment in the same way CenturyLink does with other services, subject to applicable law.

Deposit. Subject to any applicable rules or laws, if CenturyLink holds a deposit for your account, CenturyLink may apply it to any unpaid balance that you owe to us when services are terminated for any reason.

EXCLUSIONS.

1. THE DATA-BACKER COVERAGE DOES NOT COVER:
   a. Trouble that exists prior to establishing operating High-Speed Internet service or prior to establishing the Plan.
   b. Trouble that is reported after the termination of the Plan.
   c. Trouble that results from your intentional abuse, misuse, or negligence.
   d. Repair or replacement of USB connections, ethernet connections or the cable connecting the modem to the telephone jack.
   e. Repair or replacement of your computer or High-Speed Internet modems and other High-Speed Internet-related equipment (whether CenturyLink-certified or not).
   f. Drilling or cutting into metal walls in order to facilitate the repair. Our technicians will work with you to complete the repair in a safe manner.
   g. Installation of new jacks and new wiring or rewiring (except for High-Speed Internet service-related home run wiring and jack or simple inside wire repair or replacement that is covered under the Plan).
   h. Cable or wiring that runs between or among separate buildings, apartments or dwelling units, in a multi-tenant property. If you reside in a multi-tenant building, campus, or military housing, we suggest you discuss inside telephone wire repair responsibility with the property manager or owner. In some cases, they have arranged to handle telephone wiring repair.
   i. Complete rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for telephone wiring. We will repair and rewire if necessary the jack or outlet that is not working and offer to complete other rewiring, if requested, at CenturyLink or Asurion regular installation charges.
   j. Distribution panels or other non-wire parts of so-called structured wire systems, and no part of any wiring arrangement that provides you with a service or offering of another firm or provider.
   k. Wire or cable serving other electronic systems such as entertainment systems or providing service for anything except CenturyLink High-Speed Internet service.
2. THE EQUIPMENT COVERAGE DOES NOT PROVIDE REPLACEMENTS DUE TO OR COVER:

a. Products owned or operated outside any state or territory of the United States, the District of Columbia, or Canada;

b. Defects and need for repairs that existed with the Covered Product when you purchased the Plan;

c. Malfunctions or limitations of functionality that are due to the original manufacturer's design plan or manufacturing process (as determined at our sole discretion);

d. Routine maintenance and consumable items;

e. Damage or failures caused by acts of God, fire, freezing, flood, unusual atmospheric conditions, abuse, customer negligence, misuse, loss, theft, improper installation, explosion, war, terrorism, strike, embargo, or acts of the government;

f. Incidental or consequential damages;

g. Contraband or property in the course of illegal transportation or trade;

h. Leased modems;

i. Property in transit to you from anyone other than us; or

j. Customer modifications to the Covered Product.

To Obtain Service. You may request service by calling 1-888-777-9569.

Equipment Coverage Annual Service Limit. We will cover the cost to replace the Covered Product up to a maximum of $200 per claim.

Cancellation. You may cancel this Plan within 20 days from your receipt of this Plan (the “First 20 days”) by calling us at 1-800-244-1111 (residential customers) or 1-800-603-6000 (business customers). You will then receive a refund or credit on your Bill for the full Plan price paid unless you had a covered claim during the First 20 days. In the event you had a covered claim during the First 20 days, your refund will be the greater of the full Plan price paid less the cost of any covered claim or 100% of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. In New Mexico, any such refund owed and not paid or credited within 60 days of return of this Plan to us shall include a 10% penalty per month. In Washington, any such refund owed and not paid or credited within 30 days of return of this Plan to us shall include a 10% penalty per month. In Wyoming and Minnesota, any such refund owed and not paid or credited within 45 days of return of this Plan to us shall include a 10% penalty per month. You may also cancel this Plan at any other time by surrendering it or providing written notice to us at the address listed above. This Plan may be canceled by you, or by us, for any reason at any time. If you or we cancel this Plan, you will receive a refund of 100% of the pro-rata unearned portion of the Plan price paid, if any, based on elapsed time. If you fail to make any monthly payment for this Plan or any charge provided for in this Plan, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuance of your High-Speed Internet service for any reason constitutes cancellation of this Plan by you, subject to the terms and conditions of this Plan.

Suspension/Discontinuation. We may suspend or discontinue this Plan without notice if any misuse or abuse of this Plan occurs, or if a hazard or danger to person or property exists which could prevent our technicians from performing the work in a safe manner.

Data-Backer Coverage Limitation of Liability and Limited Warranty / Sole Remedy.

1. Limitation of Liability: We are agreeing only to provide trouble location and to repair your simple inside telephone wire and one jack to enable a data connection (including, but not limited to installation of a home run wiring configuration where separate wiring is run directly from the network interface, if necessary), all consistent with CenturyLink or Asurion usual practices. If we do not do that correctly, you may contact us within thirty (30) days and we will try and remedy the problem. THIS IS YOUR SOLE REMEDY FOR ERRORS, OMISSIONS AND OUT-OF-SERVICE CONDITIONS, EVEN IF IT IS CenturyLink OR Asurion’s FAULT. IN OTHER WORDS, CenturyLink AND Asurion’s ONLY LIABILITY TO YOU IS TO LOCATE TROUBLE AS PROVIDED HEREIN AND REPAIR YOUR SIMPLE INSIDE TELEPHONE WIRE AND ONE JACK IN CenturyLink AND Asurion’s USUAL MANNER, AND CenturyLink AND Asurion ARE NOT LIABLE FOR ANY OTHER DAMAGES, REGARDLESS OF THE THEORY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

Notwithstanding the foregoing, as part of the trouble location process we may access your computer hardware and software and your High-Speed Internet-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or High-Speed Internet-related equipment. A technician will access your computer and/or High-Speed Internet-related equipment, as a courtesy to you, solely to locate trouble with your CenturyLink High-Speed Internet service. CenturyLink and Asurion liability is limited to damage arising from reckless or negligent acts of CenturyLink technicians in accessing your computer or High-Speed Internet-related equipment up to $500 and neither CenturyLink nor Asurion is liable for any other damages, regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such negligent or reckless conduct, and is NOT part of any coverage or benefit under this Plan.
2. Limited Warranty / Sole Remedy: We warrant to you and no one else that the repair work CenturyLink or Asurion provide to you on simple inside telephone wire and jack will be done in a proper, timely manner, consistent with industry standards, and any materials CenturyLink or Asurion supply will be substantially free of defects. This LIMITED WARRANTY applies only to the simple inside telephone wire and jack work CenturyLink or Asurion do and the materials CenturyLink or Asurion supply. If you think CenturyLink or Asurion work or materials are defective, please contact us promptly and we will correct defects in CenturyLink or Asurion simple inside telephone wire or jack work or materials which are our responsibility, without further charge. REPAIR OF ERRORS IS YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS LIMITED WARRANTY. Our LIMITED WARRANTY is good for a full 30 days after the simple inside telephone wire or jack work is done, so any implied warranties and our LIMITED WARRANTY expire at that time. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion of incidental or consequential damages or do not allow limitations on implied warranties or their durations, so the above exclusions and limitations may not apply to you. OTHER THAN SPECIFIED ABOVE, THERE ARE NO WARRANTIES OF ANY KIND, AND CenturyLink AND Asurion DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

Nothing in this Plan is intended to supersede local ordinances or building codes.

Equipment Coverage Limitation of Liability. In the event of any error, omission or failure by Asurion or CenturyLink with respect to the Plan or the services provided by Asurion or CenturyLink hereunder, Asurion and CenturyLink RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Asurion or CenturyLink PERFORMANCE. FURTHER, Under no circumstances shall Asurion or CenturyLink be liable for indirect, incidental, consequential, special, exemplary or punitive damages (even if Asurion OR CenturyLink have been advised of or have foreseen the possibility of such damages), arising from the PLAN or Asurion OR CenturyLink performance under the PLAN, or under any provision of this PLAN, such as, but not limited to, loss of revenue or anticipated profits or lost business. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY Asurion AND CenturyLink , INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Arbitration Agreement. Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan can be addressed simply by contacting us at 1-888-777-9569. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to “we”, “us” and “our” include Asurion and CenturyLink and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan. This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Plan was entered into by you and us or that arises after this Arbitration Agreement or Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing
fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a 
written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122- 
0656. The arbitration shall be administered by the AAA in accordance with the Commercial 
Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the 
“Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this 
Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting 
www.adr.org or by calling 1-800-778-7879. 

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this 
Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this 
Arbitration Agreement, with the exception that issues relating to the enforceability of this 
Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any 
arbitration hearings will take place in the county or parish of your billing address. If your 
dispute is for $10,000 or less, you may choose to conduct the arbitration hearings either 
by submitting documents to the arbitrator or by appearing before the arbitrator in person 
or by telephone. If your dispute is for more than $10,000, the right to arbitration hearings 
will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator 
fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute 
is found by the arbitrator to have been frivolous or brought for an improper purpose under 
Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed 
by the Arbitration Rules. 

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision 
which includes an explanation of the facts and law upon which the decision is based. If 
the arbitrator finds in your favor and issues a damages award that is greater than the value of 
the last settlement offer made by us or if we made no settlement offer and the arbitrator 
awards you any damages, we will: (1) pay you the amount of the damages award or $7,500, 
whichever is greater, and (2) pay your attorney, if any, twice the amount of the attorney’s 
fees and the actual amount of any expenses reasonably incurred when pursuing your dispute 
in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until 
after the arbitrator has issued the written decision. The arbitrator may resolve any disputes 
regarding attorney’s fees and expenses either during the arbitration hearings or, upon request, 
within 14 days of the arbitrator’s written decision. While the right to the attorney’s fees and 
expenses discussed above is in addition to any right you may have under applicable law, 
exthat is found by the arbitrator to have been frivolous or brought for an improper purpose under 
Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed 
by the Arbitration Rules. 

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief 
can be awarded only to the extent necessary to provide the relief warranted by a party’s individual 
claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY 
IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY 
PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise,
(4) New Mexico: If this service contract Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the monthly Plan term or one (1) year, whichever occurs first, unless: 1) you fail to pay any amount due; 2) you are convicted of a crime which results in an increase in the service required under the Plan; 3) you engage in fraud or material misrepresentation in obtaining this service contract Plan; or 4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan. If we cancel this Plan before the expiration of the agreed contract term, we will mail to you, at your last address listed in our records, written notice at least fifteen (15) days prior to the effective date of cancellation.

(6) Washington: If we cancel this Plan for any reason, or if we modify it, we will mail you, at your last address listed in our records, written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If we fail to act on your claim, you may contact Continental Casualty Company directly, at any time, at 1-800-831-4262.

(7) Wyoming: If we change the Terms and Conditions of this Plan, we will provide at least thirty (30) days written notice to you, at the last address listed in our records, prior to the date the change takes effect. The written notice will include an endorsement to this Plan or a complete amended Plan, which should be kept in your records. If we cancel this Plan, we will mail you, at your last address listed in our records, written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or CenturyLink, or a substantial breach of duties by you relating to the High-Speed Internet service or its use.

CenturyLink appreciates your selection of the optional Plan and know you’ll enjoy the peace of mind and security that CenturyLink High-Speed Internet Data-Backer Service and Extended Modem Warranty provides. If you have questions or concerns with respect to this Plan or service provided under this Plan please contact CenturyLink at 1-888-777-9569 and if you are not able to resolve your question or concern call Asurion directly at 1-866-366-2257 or write us at the address provided in this Plan. CenturyLink knows you have choices and wants you to be satisfied with the Plan.

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