

**CenturyLink**  
1801 California Street, 10th Floor  
Denver, Colorado 80202  
Phone 303 992-5832



**Mark Brinton**  
Manager – Regulatory Operations

November 17, 2014

Advice No. C62-2014

The Honorable Susan Ackerman, Stephen Bloom and John Savage, Commissions  
Oregon Public Utility Commission  
P. O. Box 2148  
Salem, Oregon 97308-2148

Attention: Vikie Bailey-Goggins, Administrator,  
Tariffs and Data Analysis

Dear Commissioners Ackerman, Bloom and Savage:

Pursuant to ORS 759.250, Qwest Corporation d/b/a CenturyLink QC (CenturyLink) is filing notification of a thirty-six (36) month Contract for Metro Optical Ethernet Service (MOE). While this contract contains several other sections, only the section on MOE has been included since it contains the services regulated by the Oregon Public Utility Commission. The Contract became effective, August 7, 2014. A financial/cost analysis is provided as part of the filing.

CenturyLink believes these services are competitive and that the Special Contract Pricing is in accordance with the provisions of ORS 759.250. Supporting documentation is attached.

**Due to the competitive nature of this Special Contract, the information provided in Attachment B contains commercially valuable information and/or trade secrets and is submitted to Staff in confidence pursuant to ORS 192.501 and ORS 192.502. We understand that you will notify us prior to release of any such information in sufficient time to seek a protective order from the Commission or to otherwise preserve its confidentiality.**

Enclosed is one complete copy of the contract which contains confidential information for Staff review. As provided by the provisions of ORS 759.250(6), CenturyLink requests this information not be publicly disclosed. Confidential information has been removed from the additional copies included in this filing for public disclosure.

Questions concerning this filing may be directed to me by phone or by e-mail.

Sincerely,

A handwritten signature in blue ink that reads "Mark Brinton".

Mark Brinton  
Manager Regulatory Operations  
Office: (303) 992-5832  
e-mail: Mark.Brinton@CenturyLink.com

**Metro Optical Ethernet Service (MOE)**  
**CONTRACT NO. N69008**  
**CONTRACT SUMMARY**

Service Description:

Metro Optical Ethernet (MOE) Service is a flexible, easy-to-use transport service that uses established Ethernet transport technology. MOE allows customers to connect multiple enterprise locations within a service area using native Ethernet protocol. MOE supports transmission speeds as low as 3 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps and 100 Mbps from 100 to 1,000 Mbps.

Description of Offer:

Provides a service discount for MOE for 36 months.

**Metro Optical Ethernet Service (MOE)  
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CONTRACT SUMMARY**

**CONTRACT SUMMARY**

**Type Of Agreement:** New Request:   X   Renewal:    Addition:   

**Term Of Agreement:** 36 months

**Effective Date:** August 7, 2014

**Number of Facilities:** 1 40 Mbps  
6 50 Mbps  
5 100 Mbps  
3 300 Mbps

**Unit Price:**

<b>Service:</b>	<b>MOE</b>
Number of Arrangements:	1 40 Mbps
Monthly Unit Price:	\$748.72
Number of Arrangements:	6 50 Mbps
Monthly Unit Price:	\$748.57
Number of Arrangements:	4 100 Mbps
Monthly Unit Price:	\$1,020.00
Number of Arrangements:	1 100 Mbps
Monthly Unit Price:	\$1,021.75
Number of Arrangements:	2 300 Mbps
Monthly Unit Price:	\$1,821.04
Number of Arrangements:	1 300 Mbps
Monthly Unit Price:	\$1,822.79

**Metro Optical Ethernet Service (MOE)**  
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**CONTRACT SUMMARY**

I. CONTRACT ANALYSIS

- a. Please provide the rationale and justification for creating a special class of service. The rationale must include a discussion as to why no previously approved class of service (contract or tariff) is acceptable to the Customer for whom the utility proposes a special class of service. Determination of a special class of service must be based on the following: The quantity of service used, the time when used, the purpose for which used, the existence of price competition or a service alternative, the services being provided, the conditions of service, or any other reasonable consideration.

Answer:

CenturyLink was engaged in a highly competitive market and was forced to offer discounted pricing.

- b. The number of similarly situated Customers who should receive the same terms and conditions. Also, include the number of billing units for those Customers.

Answer:

All similarly situated customers should receive the same terms and conditions.

- c. If there are other similarly situated Customers who should not receive the same terms and conditions, explain the differences between those Customers and the special contract Customer.

Answer:

Not applicable; all similarly situated customers should receive the same offer.

- d. Summarize termination clause in the contract that protects CenturyLink if the customer stops the service early and CenturyLink does not recover initial costs.

Answer:

Paragraph 3.2. of the Agreement states: "Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Service Exhibit is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if service and/or this Service Exhibit are terminated or bandwidth is decreased below the original contracted level (decreased bandwidth"), either by CenturyLink for Cause or by customer for any reason other than Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such

termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

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Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.”

- e. Was there a Request for Proposal? Please describe.

Answer:

CenturyLink negotiated with this customer for the service.

- f. Are there competitive alternatives? If yes, who are the competitive providers and what services do they offer?

Answer:

Yes. Almost all Competitive Local Exchange Companies offer business service arrangements.

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink® Loyalty Advantage® Agreement ("Agreement") is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and [REDACTED] ("Customer") and is effective on the date the last party signs it ("Effective Date"). The name of the CenturyLink operating company providing Services to Customer is listed in the Agreement, each acting separately and individually responsible for all of its own obligations. CenturyLink reserves the right to withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink before August 31, 2014 Using CenturyLink's electronic signature process for the Agreement is acceptable.

[REDACTED]

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name Typed or Printed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date 7/31/2014

CENTURYLINK SALES SOLUTIONS, INC.

\_\_\_\_\_  
 Susan Baker  
 Authorized Signature

\_\_\_\_\_  
 Susan Baker  
 Name Typed or Printed

\_\_\_\_\_  
 Offer Management  
 Title

\_\_\_\_\_  
 Date 8/7/2014

Customer's address for notices:  
 Customer's facsimile number:  
 Person designated for notices:

1. **Services.** Customer may purchase the products and services ("Services") in the service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage" Agreement on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC.

CenturyLink Communications, LLC *filia* Qwest Communications Company, LLC Services:

- Domestic Voice Service Exhibit
- International Voice Service Exhibit

Qwest Corporation *d/b/a* CenturyLink QC Services (CenturyLink QC Services are available only in CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. )

- Intrastate Metro Ethernet Service Exhibit

2. **Filing Concurrence.** CenturyLink QC may be required to submit this Agreement, Service Exhibits, Pricing Attachments, and any subsequent addenda for Service to certain regulatory agencies for approval because the Rates or certain other terms are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Agreement Effective Date, those service-specific Rates and/or terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB terms become effective. If Customer receives reduced pricing under a Pricing Attachment and a regulatory agency later invalidates the ICB Terms after they became effective, Customer will pay CenturyLink QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The subject Service Exhibit, Pricing Attachment, and subsequent addenda containing the ICB Terms will remain in effect in all other jurisdictions. Each Service Exhibit or subsequent addenda will explain which Rates or terms are ICB.

3. **Term.** Customer selects the following "Initial Term" of the Agreement: three years ("Initial Term"), 600053 code (QLAGESZ). The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

4. **Rates.** Unless specified otherwise in a Service Exhibit, CenturyLink QCC Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Term. Notwithstanding the preceding sentence, CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice if Regulatory Activity causes an increase in the rates for Customer's ordered CenturyLink QCC Services that materially and adversely affects Customer, then Customer may terminate the affected CenturyLink QCC Service upon 30 days' prior written notice to CenturyLink QCC without liability for Cancellation Charges for the affected Service, provided, however that Customer: (e) provides such notice within 30 days after the increase occurs; and (f) provides CenturyLink QCC 30 days to cure such increase. If Customer does not provide CenturyLink QCC such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section. The parties agree that the rates

OMR #N69008 (QLAGESZ)

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set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions. The rates for any CenturyLink QC Service provided will be those in effect at the time the Service is installed and CenturyLink QC Services will renew at the rate and for the term specified in the applicable Tariff, RSS, or Service Exhibit.

**5. Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date or by the due date on the invoice if specified. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**6. Confidentiality.** Except to the extent required by an open records act or similar law, neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192). CenturyLink acknowledges that any information given by CenturyLink to OHSU, including, without limitation, the pricing, discounts, other terms of the purchase and other terms and conditions of this Contract is a public records and may be subject to disclosure under the Oregon Public Records Law. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**7. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

**8. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**9. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**10. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**10.1 Consequential Damages.** NO PARTY OR THEIR AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**10.2 Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA or applicable Tariff for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA or applicable Tariff does not exist for the affected Service.

**10.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages. CenturyLink shall indemnify OHSU for third-party claims alleging personal injury or property damages directly caused by CenturyLink's negligence or willful misconduct without regard to the limitation set forth in the Contract.

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**10.4 Other Direct Damages.** For all other claims arising out of the Agreement, the maximum liability for Customer and CenturyLink will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

**11. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party unless otherwise stated in a CenturyLink QC Service Exhibit or Tariff. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

### 12. Termination.

**12.1 Service.** Either party may terminate an Individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

**12.2 Agreement.** Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an Individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay: (c) for CenturyLink QCC Services the higher of the Early Termination Charge or the sum of all CenturyLink QCC Cancellation Charges that apply for terminating all CenturyLink QCC Services at the time the Agreement is terminated; and (d) for CenturyLink QC Services, the CenturyLink QC termination charges as set forth in the Tariff or the applicable Service Exhibit(s).

**12.3 Unpaid Charges.** Customer will remain liable for charges accrued but unpaid as of the termination date.

**13. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or CenturyLink QCC Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

### 14. Miscellaneous.

**14.1 General.** The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

**14.2 Conflicts Provision.** If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, Order Form, Centurylink QC records, and if applicable, CenturyLink QC Tech Pubs. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, Order Form Centurylink QC records, and if applicable, CenturyLink QC Tech Pubs.

**14.3 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**14.4 ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.



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**14.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

### 14.6 Installation, Maintenance and Repair

- (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.
- (b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power, and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.
- (c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

### 14.7 Governing Law; Dispute Resolution.

- (a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.
- (b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the city and state of the party not bringing the action. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.
- (c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.
- (d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

**14.8 No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink Information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**14.9 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party. But Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

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**14.10 Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity or Tariff provisions. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

**14.11 Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

**14.12 Required Notices.** Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**14.13 Service Termination Notices.** Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: [GBMdisconnects@CenturyLink.com](mailto:GBMdisconnects@CenturyLink.com). Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit or for CenturyLink QC Services, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

### 14.14 Additional Terms

**(a.) Federal and State Program Eligibility.** OHSU Participates in Federal health programs as defined in 42 U.S.C. Section 1320a-7b(f), and is required to ensure that its contractors are not excluded from participation in those programs. Therefore, Contractor represents and warrants to the best of its knowledge to OHSU that currently neither it nor any of its officers or board members (a) are Excluded and (b) have arranged or contracted (by employment or otherwise) with any employee, subcontractor, or agent that Contractor or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event Contractor, an employee or subcontractor of Contractor performing the services of the contract, or one of its board members is Excluded during the term of this contract, Contractor will notify OHSU in writing within ten (10) business days after such event. Whether or not such notice is given to OHSU, OHSU may, if required by applicable law to retain its eligibility in a Federal health program or other government payment program, (a) terminate this Contract effective as of the date of such exclusion upon written notice to Contractor; or (b) immediately suspend its payment obligations under this contract upon written notice to Contractor, in which case OHSU shall only be liable for payment in accordance with the terms of this Contract for services satisfactorily rendered or goods delivered and accepted prior to the effective date of suspension. If Contractor's eligibility is not reinstated within ninety (90) days of the effective date of exclusion or ineligibility then OHSU may terminate this contract upon written notice to Contractor.

**(b.) Export Compliance.** Contractor shall ensure that its subcontractors, (a) obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance; (b) obtain export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at OHSU, where the foreign person will have access to export-controlled technical data or software; and (c) for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions.

**(c.) Diversity.** Upon request, Contractor shall provide OHSU with copies of its affirmative action plan, equal opportunity policy, and related documents and data, if any.

**14.15 Entire Agreement.** The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

**15. Clauses for CenturyLink QC RSS No. 1 Services.** The clauses in this section apply only to the CenturyLink QC Service Exhibits stating that service is offered out of CenturyLink QC RSS No. 1.

**15.1 Jurisdiction.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

**15.2 Construction and Funding Approval.** CenturyLink QC may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink QC constructs facilities under one or more of the following circumstances: (a) if the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink QC's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink QC would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink QC. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on the Pricing Attachment. That approval will be granted at the sole discretion of CenturyLink QC. In the event contract documents are signed, under which Customer is ordering Service for which Funding is not approved, CenturyLink QC will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink QC may immediately terminate, without penalty, the Pricing Attachment under which Customer ordered the Service, when Funding of the contracted and alternate Service solutions is determined to not be possible.

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**15.3 Expedite.** Any Customer requests for CenturyLink QC to Expedite the delivery of Service before the standard or negotiated Service Due Date will be deemed an expedited order and Expedite charges will apply. Upon CenturyLink QC's receipt of an Expedite request from Customer, Customer and CenturyLink QC will mutually agree to a new Service Due Date.

**15.4 Service Changes.** Customer may add, move, or upgrade each Service in a Pricing Attachment via an Amendment to this Agreement. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the RSS in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an RSS change results in a conflict with the terms and conditions applicable to the Service, then Customer must agree to an amendment modifying the terms and conditions before CenturyLink QC will provision the new Service or the additions, moves, or upgrades to existing Service.

**15.5 Service Interruptions.** Service Interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the RSS posted at [qwest.centurylink.com/legal](http://qwest.centurylink.com/legal). Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are Customer's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink QC may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink QC will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

### 15.6 Additional Payment Language.

(a) Rates, including Rates for optional features or functions, are set forth in each Pricing Attachment applicable to the Service. The Rates shown on each Pricing Attachment are for informational purposes. Customer will receive the Rates in effect in the RSS on the Service Acceptance Date. CenturyLink QC will keep an archive of the RSS Web pages listing Rates, including dates of Rate changes. Customer agrees that CenturyLink QC's archive is conclusive evidence in the event of a dispute.

(b) If Customer requests Items from the RSS for which charges do not appear in a Pricing Attachment, CenturyLink QC will inform Customer of the charges at the time of the request, giving Customer the opportunity to cancel the request, rather than incurring the charges. Those Items may include, but are not limited to: (a) Expedites, including third-party charges incurred by CenturyLink QC in connection with the Expedite; (b) CPE; (c) Construction; (d) Termination Charges; (e) charges for labor, testing, or design changes; (f) inside wiring; and (g) additional administrative charges that may be applied for services not described on Pricing Attachments or for requests to provision Services in a manner inconsistent with CenturyLink QC's then-current practices. Customer will pay such charges regardless of whether Customer cancels Service or CenturyLink QC fails to deliver on the requested Expedite date, unless such failure was caused by CenturyLink QC.

(c) CenturyLink QC will require Customer to accept Service by the end of the Grace Period, in which case CenturyLink QC will commence with regular monthly billing for the Service and Customer agrees to pay for the billed Service. If Customer has not accepted the Service by the end of the Grace Period, then CenturyLink QC may terminate the Service subject to the Termination section of this Agreement.

### 15.7 Customer Responsibilities. Customer is responsible for the following:

(a) **Access.** Customer will provide prompt access to its premises to CenturyLink QC authorized personnel and other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations.

(b) **On-Site Operations.** All Customer operations concerning Service at Customer's premises will be performed at Customer's expense, and Customer will be required to conform to all applicable specifications that CenturyLink QC may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on Customer's premises will be provided only at Customer's expense.

(c) Customer will properly use the Service. Customer will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

### 15.8 QC RSS No. 1 Service Termination.

(a) **Service; Service Exhibit Before Service Due Date.** If Customer cancels an order for Service before the Service Due Date or does not accept the Service by the conclusion of the Grace Period, and CenturyLink QC terminates the Service at the end of the Grace Period, Termination Charges will apply, including the full NRCs that would have otherwise applied and any non-reusable and non-recoverable portions of expenditures or liabilities, such as Construction charges incurred exclusively on behalf of the Customer by CenturyLink QC and not fully reimbursed by NRCs.

(b) **Service; Service Exhibit After Service Acceptance Date.** Either party may terminate an individual Service ordered under a Service Exhibit after the Service Acceptance Date under the terms of the applicable Service Exhibit. CenturyLink QC will waive the

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Termination Charge in excess of the Minimum Service Period if Customer terminates due to a move or upgrade of all or a portion of Service and all of the following conditions are met ("Waiver Policy"):

- (i) Customer must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period;
- (ii) Customer must agree to a new service term and Minimum Service Period for the new service;
- (iii) The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation;
- (iv) The request to disconnect the existing Service and the request for the new service are received by CenturyLink QC at the same time and both requests must reference this Waiver Policy;
- (v) For ATM, FR, and Metro Ethernet, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC; for SHNS, SST, GeoMax, and HDTV-NET the new Service Installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC;
- (vi) Customer agrees to pay all outstanding MRCs and NRCs for existing Service;
- (vii) The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and
- (viii) This Waiver Policy only applies to moves or upgrades to other CenturyLink QC services that are subject to a CenturyLink QC Tariff or the QC RSS.

### 15.9 CenturyLink QC RSS No. 1 Service Definitions.

"Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink QC to construct facilities.

"Demarcation Point" means the CenturyLink QC designated: (a) physical interface between the CenturyLink QC Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink QC Domestic Network to Customer's telecommunications equipment. "CenturyLink QC Domestic Network" means the CenturyLink QC operated facilities located within CenturyLink QC's 14-state local service area (those states are listed in the opening paragraph of this Agreement) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by CenturyLink QC.

"Expedite" means Customer's request to CenturyLink QC to provision a Service more quickly than the CenturyLink QC standard or negotiated Interval for which an additional Expedite charge will apply.

"Funding" means Customer charges over the term of a Service contract that covers CenturyLink QC's calculated costs for providing Service and it's expected rate of return when network infrastructure is not available to provide Service to Customer.

"Grace Period" means a period of 30 business days from the later of the Service Due Date or the date when Service is made available to the Customer, and during which the applicable Service will be held available for Customer upon Customer's request.

"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by CenturyLink QC records. In the case of Frame Relay, this means 6 months following the Service Acceptance Date.

"Pricing Attachment" means each document containing Service Rates, Term, and location-specific information, all of which are incorporated by this reference and made a part of each Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

"Service Acceptance Date" means the date Customer accepts the Service and billing commences, as evidenced by CenturyLink QC records.

"Service Due Date" means the date CenturyLink QC makes the Service available to Customer for testing.

"SONET" means Synchronous Optical Network.

"Termination Charge" means the termination charges detailed in the Service Exhibits.

### 16. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

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"AUP" means the Acceptable Use Policy incorporated by this reference and posted at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/).

"Cancellation Charge" means cancellation or termination charges that apply when Customer cancels Service without Cause: (a) as described in a Service Exhibit (or in the Tariff for applicable CenturyLink QC Services); and (b) when charges are incurred by CenturyLink QCC from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/qcc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/qcc_info_services.pdf)

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink QCC's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_qcc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_2.pdf) for CenturyLink QCC's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_qcc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_3.pdf) for CenturyLink QCC's Interstate RSS, and at [http://www.centurylink.com/tariffs/fcc\\_qc\\_acc\\_rss\\_no\\_1.pdf](http://www.centurylink.com/tariffs/fcc_qc_acc_rss_no_1.pdf) for CenturyLink QC's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink QCC or CenturyLink QC FCC #1 state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

"Tech Pub" means the technical publication specific to each CenturyLink QC service, all of which are located at <http://www.qwest.com/techpub/>. Each CenturyLink QC Service Exhibit stipulates the Tech Pub that applies to that service, if any.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
QC INTRASTATE METRO ETHERNET SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QC will provide Intrastate Metro Ethernet Service ("Service" or "Metro Ethernet") under the terms of the Agreement, Tariff, and this Service Exhibit. Service is subject to technical publication 77411 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

"Minimum Service Period" means 12 months following the date service is made available to Customer, as evidenced by CenturyLink records.

"Pricing Attachment" means the document containing Rates, Term, and other location-specific information, which is incorporated by reference and made a part of this Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

"Term" means the term length for the Service established on a Pricing Attachment and which commences on the Start of Service.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

"Start of Service" means the effective bill date of the service order to add Service to Customer's account, as evidenced by CenturyLink records.

**2. Service.**

**2.1 Description.** Customer orders Service as indicated on a Pricing Attachment. Service is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the CenturyLink-designated physical interface between the CenturyLink-owned network and Customer's telecommunications equipment. Service is available over three designs: (a) Customer Premises, supporting transmission speeds as low as 5 Mbps in all markets (3 Mbps and 7Mbps are available in select markets) and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps; (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) Ethernet with Extended Transport (DS3 required), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps. Service is subject to technical publication 77411 located at <http://www.qwest.com/techpub/> ("Tech Pub"). "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service. Customer understands that Service is an intrastate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, 10% or less of its usage will be interstate usage. If more than 10% of Customer's usage is interstate, then Customer will notify CenturyLink so the appropriate service agreement can be used, allowing CenturyLink to bill Customer out of the appropriate Tariff.

**2.2 Installation; Provisioning of Service.** CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply. CenturyLink will provide the Service at the locations specified in the Pricing Attachment. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

**2.3 Changes to Service.** Customer may add or change Service via a Pricing Attachment. Subsequent Pricing Attachments adding new Service port(s) will be coterminous with the original Term, provided the individual Service Minimum Service Period can be met. All Service ports ordered under this Service Exhibit will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, an amendment adding a new Pricing Attachment containing a new iLink Contract Number must be signed. A subsequent Pricing Attachment to change or add a Service port during the Term will be assessed an NRC. A subsequent Pricing Attachment to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination Charge for any decrease in bandwidth during the Term. Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, an amendment adding a new Pricing Attachment with a new iLink Contract Number will be required. Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
QC INTRASTATE METRO ETHERNET SERVICE EXHIBIT**

**3. Term; Termination.**

**3.1 Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service. The Term for the Service will be indicated on a Pricing Attachment. Each Service ordered will have its own Minimum Service Period. At the conclusion of the Term, the Rates will revert to the month-to-month Rates in the Tariff, unless Service is renewed for a new Term on a Pricing Attachment or unless a party notifies the other party in writing of its desire not to renew Service at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Term.

**3.2 Termination.** Either party may terminate Service and/or this Service Exhibit in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Service Exhibit, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Service Exhibit). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Service Exhibit is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Service Exhibit are terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

**4. Charges.** Charges for Service, including Metro Ethernet optional features, are set forth in the Pricing Attachment. The actual charges for Service will be those in effect in the Tariff on the date the first Service element ordered under the original Pricing Attachment is installed, as evidenced by CenturyLink records. If Service is renewed for a new Term on a Pricing Attachment, the rates will be those in effect at the time the Service is renewed, as evidenced by CenturyLink's records. CenturyLink will inform Customer of its then-current rates for Service upon written request. Renewed Service is subject to a new Minimum Service Period.

**METRO ETHERNET SERVICE  
FIXED PERIOD PRICING PLAN  
Intrastate**

**PRICING ATTACHMENT**

**1. SERVICE LOCATIONS.**

Service Location	Bandwidth Profile	MRC (each)	Port Speed	Port NRC (each)
[REDACTED]	300 Mbps	\$1,822.79	1000 Mbps	\$0.00 (existing)
[REDACTED]	100 Mbps	\$1,020.00	1000 Mbps	\$0.00 (existing)
[REDACTED]	100 Mbps	\$1,020.00	1000 Mbps	\$0.00 (existing)
[REDACTED]	100 Mbps	\$1,021.75	1000 Mbps	\$0.00 (existing)
[REDACTED]	40 Mbps	\$748.72	1000 Mbps	\$0.00 (existing)
[REDACTED]	300 Mbps	\$1,821.04	1000 Mbps	\$0.00 (existing)
[REDACTED]	300 Mbps	\$1,821.04	1000 Mbps	\$0.00 (existing)
[REDACTED]	100 Mbps	\$1,020.00	1000 Mbps	\$0.00 (existing)
[REDACTED]	100 Mbps	\$1,020.00	1000 Mbps	\$0.00 (existing)
[REDACTED]	50 Mbps (upgrade from 30 Mbps)	\$748.57	10/100 Mbps	\$0.00 (existing)
[REDACTED]	50 Mbps (upgrade from 30 Mbps)	\$748.57	10/100 Mbps	\$0.00 (existing)
[REDACTED]	50 Mbps (upgrade from 30 Mbps)	\$748.57	10/100 Mbps	\$0.00 (existing)
[REDACTED]	50 Mbps (upgrade from 20 Mbps)	\$748.57	10/100 Mbps	\$0.00 (existing)
[REDACTED]	50 Mbps (upgrade from 10 Mbps)	\$748.57	10/100 Mbps	\$0.00 (existing)
[REDACTED]	50 Mbps (upgrade from 10 Mbps)	\$748.57	10/100 Mbps	\$0.00 (existing)

\*For the circuits outlined above that are not being upgraded, the Initial Term has been met – and the circuits are being renewed at the existing bandwidths. For these circuits, the Service Term has been met so no TLA will be assessed.  
 \*\*For the circuits outlined above that are being upgraded, a new Initial Term will begin upon the installation of the upgraded bandwidth and all TLA will apply for the new Initial Term.



**METRO ETHERNET SERVICE  
FIXED PERIOD PRICING PLAN  
Intrastate**

**2. ADDS/UPGRADES.** Customer may increase its bandwidth profile or add new locations during the Initial Term of the Agreement pursuant to Section 5 of the Agreement and at the rates outlined below and subject to the following conditions: a) Customer executes an appropriate amendment for such Service; b) the necessary Funding is available as more fully described in Section 1.3 of the Agreement (a Special Construction Charge may apply that may be contracted and invoiced separately); and c) a new Minimum Service Period is established for each such new addition to Service.

Bandwidth Profile	Existing MRC	Port Speed	Existing NRC	New MRC
10 Mbps	\$612.00	10/100 Mbps	\$600.00	\$605.88
20 Mbps	\$657.60	10/100 Mbps	\$600.00	\$644.45
30 Mbps	\$703.12	10/100 Mbps	\$600.00	\$689.06
40 Mbps	\$748.72	10/100 Mbps	\$600.00	\$720.84
50 Mbps	\$794.24	10/100 Mbps	\$600.00	\$748.57
60 Mbps	\$839.84	10/100 Mbps	\$600.00	\$776.85
70 Mbps	\$885.36	10/100 Mbps	\$600.00	\$805.88
80 Mbps	\$930.96	10/100 Mbps	\$600.00	\$837.86
90 Mbps	\$976.48	10/100 Mbps	\$600.00	\$873.95
100 Mbps	\$1,020.00	10/100 Mbps	\$600.00	\$887.40
100 Mbps	\$1,020.00	1000 Mbps	\$1,200.00	\$887.40
200 Mbps	\$1,420.56	1000 Mbps	\$1,200.00	\$1,150.65
300 Mbps	\$1,821.04	1000 Mbps	\$1,200.00	\$1,411.31
400 Mbps	\$2,221.60	1000 Mbps	\$1,200.00	\$1,651.54
500 Mbps	\$2,622.08	1000 Mbps	\$1,200.00	\$1,935.10
600 Mbps	\$3,022.64	1000 Mbps	\$1,200.00	\$2,211.08
700 Mbps	\$3,423.12	1000 Mbps	\$1,200.00	\$2,420.15
800 Mbps	\$3,823.68	1000 Mbps	\$1,200.00	\$2,674.66
900 Mbps	\$4,224.16	1000 Mbps	\$1,200.00	\$2,949.73
1000 Mbps	\$4,624.00	1000 Mbps	\$1,200.00	\$3,239.11
1 Gbps	N/A	10 Gbps	\$7,500.00	\$6,700.00
2 Gbps	N/A	10 Gbps	\$7,500.00	\$10,000.00
3 Gbps	N/A	10 Gbps	\$7,500.00	\$12,750.00
4 Gbps	N/A	10 Gbps	\$7,500.00	\$14,250.00
5 Gbps	N/A	10 Gbps	\$7,500.00	\$15,500.00
6 Gbps	N/A	10 Gbps	\$7,500.00	\$16,500.00
7 Gbps	N/A	10 Gbps	\$7,500.00	\$17,250.00
8 Gbps	N/A	10 Gbps	\$7,500.00	\$17,750.00
9 Gbps	N/A	10 Gbps	\$7,500.00	\$18,250.00
10 Gbps	N/A	10 Gbps	\$7,500.00	\$18,600.00