

July 29, 2014

Advice No. C36-2014

The Honorable Susan Ackerman, Stephen Bloom and John Savage, Commissioners
Oregon Public Utility Commission
3930 Fairview Industrial Dr. SE
Salem, Oregon 97302-1166

Attention: Joan Grindeland

Dear Commissioners:

Pursuant to ORS 759.250, Qwest Corporation, d/b/a CenturyLink QC is filing notification of a Multi-State Special Contract for ISDN PRI. This agreement was signed May 1, 2014.

CenturyLink believes that ISDN PRI is 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 C 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.

We enclose 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.

Please direct any questions or concerns regarding this filing to me at (303) 992-5834.

Sincerely,



Attachment

BARBARA H. KLEINER
Tariff Analyst III
Barbara.Kleiner@CenturyLink.com
1801 California, 10th Floor
Denver, CO 80202
Voice: (303) 992-5834

ISDN PRI
CONTRACT NO. NSP-66088
CONTRACT SUMMARY

Service Description:

ISDN PRIMARY RATE SERVICE (PRS)

ISDN Primary Rate Service (PRS) is a digital four-wire full duplex transmission path between ISDN-compatible Customer Premises Equipment (CPE) and an ISDN-equipped central office.

Type Of Agreement: New Request: Renewal: Addition:

Effective Date: May 1, 2014

Description of Offer:

Provides a term and volume discount in Oregon for the business service noted above.

Unit Price:

Service:	ISDN Primary Rate
Number of Arrangements:	1
Monthly Unit Price:	\$450.00

DSS/ISDN PRI
CONTRACT NO. NSP-66088
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:

Current tariffs for services included in the contract do not provide pricing recognizing this customer's volume of service and commitment to retain service across CenturyLink's territory. The total volume of facilities being ordered by the customer justifies going beyond the standard terms offered in the tariff for similar services. Competitive alternatives such as resale of CenturyLink QC service are available to customers.

- 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:

Termination Liability language is included in Section 7, of the ISDN PRI ICB Rate Plan Agreement in the contract.

ISDN PRI
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e. Was there a Request for Proposal? Please describe.

Answer:

No. There was no Request for Proposal.

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 this common business service.

**CENTURYLINK ISDN PRS, DSS OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

DATE: April 8, 2014

This ICB Agreement ("Agreement") is between QWEST CORPORATION D/B/A CENTURYLINK QC ("CenturyLink") and [REDACTED] for itself and as aggregator on behalf of its Affiliates (collectively referred to herein as "Customer") and is effective on the date CenturyLink signs it ("Effective Date"). For purposes of this Agreement, the term "Affiliate" means with respect to either party, any entity that controls, is controlled by or is under common control with such party. For purposes of the foregoing, "control" of an entity means the power to direct or cause the direction of the management and policies of such entity through the ownership of more than fifty percent (50%) of the voting securities of the controlled entity but in each case only for so long as such ownership or control shall continue. For avoidance of doubt, "common control" includes entities controlled by Customer's parent corporation, [REDACTED]

In order to qualify for the pricing under this Agreement, Customer must purchase a minimum of 28 DS1 facilities ("Minimum Circuits") for Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks, or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service"). The Minimum Circuits must be installed within 30 days of the Effective Date ("Ramp Period"), unless an installation delay is caused by CenturyLink, and must remain installed during the Term of this Agreement.

The circuits may be aggregated across CenturyLink's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

Filing Concurrence

CenturyLink may be required to submit this Agreement and any subsequent addenda for Service to certain regulatory agencies for approval because the rates and some terms in this Agreement are being offered on an individual case basis ("ICB"). Service specific rates, and the terms and conditions in the Section 7 ("Termination") of this Agreement require filing with or approval by regulatory agencies ("ICB Terms"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the 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 this Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for Service and the amounts Customer was charged for Service.

When approved by the regulatory agencies, Customer may add additional quantities of Service pursuant to the Service Changes Section under the same terms and conditions with no further filing required. If a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement will remain in full force and effect for Service in all other jurisdictions.

Tariff

Any Century Link tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. Other than the ICB Terms in this Agreement, Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements. Service is subject to technical publication 77400 located at <http://qwest.centurylink.com/techpub/>, as may be amended by Century Link applicable to all customers, located at <http://www.qwest.com/techpub/> ("Tech Pub"). Tech Pub.No. 77400, as exists on the Effective Date, is attached hereto as Exhibit A and incorporated herein by reference. Century Link Tariffs are located at <http://www.centurylink.com/tariffs..>

1. Scope.

1.1 ISDN PRS. If Customer purchases ISDN PRS, CenturyLink will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 ISDN PRS-UAS. If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.3 DSS. If Customer purchases DSS, CenturyLink will provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with CenturyLink's local exchange switching office and Advanced or Basic flat-usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced and Basic operates at a maximum speed of 1.544 Mbps.

1.4 UAS. If Customer purchases UAS, CenturyLink will provide Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.5 Use of Service. Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If CenturyLink determines that ISDN PRS or any optional feature is being used inappropriately, CenturyLink may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

2. Term and Affiliate Use.

2.1 This Agreement will expire 24 months from the date this Agreement is fully executed by both parties ("Term"). In the event Customer subscribes to services in New Mexico, an amendment will be required. Rates and terms will not become effective in that state until the regulatory requirements have been met. The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

2.2 Should CenturyLink continue to provide the Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

2.3 Customer is authorized to purchase Services under this Agreement for itself and on behalf of its Affiliates.

3. Service Provided.

3.1 CenturyLink will provide and maintain Service at the locations and in the quantities specified in the Pricing Attachment(s), incorporated herein by this reference, and as requested on any subsequent order for Service or amendment to this Agreement.

3.2 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 Service is available for use, or is unable to accept Service during the Grace Period and CenturyLink cancels Service at the end of the Grace Period, the Tariff cancellation charges may apply. Order cancellation charges are set forth in individual State Tariffs and depend on critical dates set forth in the Tariff and the estimated costs incurred by CenturyLink at the time the order was cancelled.

4. Charges and Billing.

4.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Pricing Attachment(s). For Service requested and provided by Century Link on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC agreed to by the parties and specified on the subsequent orders or amendments. The MRC will not change during the Term of this Agreement. Customer must at all times maintain a minimum quantity of 11 total circuits to qualify for the pricing contained herein. The circuits may be aggregated across Century Link's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. In the event the number of circuits under this Agreement falls below 11, Century Link may adjust the rates to reflect the applicable Tariff rates. Customer must pay Century Link all agreed upon charges by the payment due date on the invoice; however, such payment due date shall not be prior to forty five (45) days after the date of the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Century Link any applicable federal, state and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change.

4.2 In the event Customer's rates, herein, are based upon Customer's intent to transition DS1 facilities to contracted DS3 or higher facilities ("Higher Facility") when available as indicated in the Pricing Attachment(s) Customer will have ten (10) business days from the date the contracted Higher Facility is installed to migrate the Service contained herein to the contracted Higher Facility. In the event Customer's Service is not migrated, a pricing adjustment will be made to all DS1 facilities in service. The adjustment will be retroactive to the original installation date, as evidenced by CenturyLink records, and will be the difference between the rates provided herein based on the facilities riding a Higher Facility and the applicable rates for facilities not riding a Higher Facility.

a. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced Services from CenturyLink.

b. If Service is not available in Customer's wire center, standard interoffice private line mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply in addition to the rates and charges for the Service.

4.3 Century Link will keep full and accurate records of all items specified in each invoice submitted to Customer under this Acknowledgment for a period of a period of 2 years or the maximum amount of time required by law ("Retention Period"). Customer or its authorized representative, at Customer's expense, shall have the right to audit such records during the Retention Period. Customer will provide Century Link with 30 days prior written notice of each such audit request. Century Link will provide access only to information reasonably necessary to perform the audits; provided, however, that Century Link shall not allow Customer or Customer examiners or auditors access to its other proprietary data or information or to the proprietary data or information of its other customers.

4.4 In the event an audit reveals excess charges invoiced to Customer and such excess charges are validated by Century Link, Century Link will issue Customer a credit of such excess amount to Customer account within 30 days of notice of such excess charges. In the event any excess charges are not validated by Century Link, Century Link will provide Customer with a detailed written statement explaining the basis for its determination.

5. Customer Responsibilities for 911 Call Routing.

5.1 If Customer purchases ISDN PRS under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID

digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

5.2 Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

5.3 Customer hereby agrees to release Century Link from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX or ISDN PRS signaling parameters set by Customer.

6. Service Changes.

6.1 Moves. Customer may move the physical location of all or part of a Service to another location within a CenturyLink serving area, provided the following conditions are met: (a) Service moved to the new location is provided to Customer by CenturyLink; (b) Customer advises CenturyLink that Service at the new location replaces the existing Service; (c) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by CenturyLink on the same date; (d) Customer requests that CenturyLink install the Service at the new location on or prior to the disconnection date of the existing Service; and (e) Customer agrees to pay all applicable rate and charges for the requested move and Service at the new location.

6.2 Additions to Service. Service may be added up to 12 months prior to the expiration date of this Agreement, at the rates specified herein. CenturyLink will supply such additions to Customer, subject to the following conditions: (a) the necessary facilities are available as determined by CenturyLink to provide the Service; and (b) a new Minimum Service Period is established for each new addition to Service. If the Service being added is not itemized in a Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

6.3 Additions During Last 12 Months of Term. Service may be ordered during the 12 months prior to the expiration date of this Agreement, under the following circumstances: (a) Customer and CenturyLink renegotiate and execute a new agreement that may include existing Service plus the additional Service; (b) Service is ordered pursuant to a new and separate agreement; or (c) Service is ordered under the month-to-month tariff rates then in effect.

7. Termination.

7.1 Either party may terminate this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for material payment defaults by Customer, within thirty (30) 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 Agreement). Customer will remain liable for undisputed charges accrued but unpaid as of the termination date.

7.2 Customer may disconnect up to four (4) circuits during the Term ("Permitted Disconnects") without incurring a Termination Charge; provided that such Service has satisfied the requirements of the Minimum Service Period (12 months) before any termination may be effective. The parties acknowledge and agree that Century Link will count or credit: (i) the period of Service for all [REDACTED] circuits existing prior to the execution of this Agreement toward any Minimum Service Period requirements; and (ii) any other minimum requirements that are either fulfilled or partially fulfilled by existing [REDACTED] circuits. If, prior to the conclusion of the Term, this Agreement is terminated in excess of the number of Permitted Disconnects, either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service in excess of the Permitted Disconnects times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Term after the Minimum Service Period ("Termination Charge"). The parties acknowledge and agree that notwithstanding any other language in this Agreement, the Termination Charge for a specific Service cannot exceed the amount that Customer would have paid for the related MRC if this Agreement had not been terminated.

7.3 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other CenturyLink-provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (c) Customer places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of disconnection of Service, unless such installation delay is caused by CenturyLink; and (e) a new minimum service period, if applicable, goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and Services.

7.4 If a modification to the Tariff or Tech Pub: (a) materially and adversely affects Customer's legitimate use of a Service; and (b) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days prior written notice without liability for Cancellation Charges or Termination Charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides Century Link the opportunity to cure the modification within the 30 days after Customer's notice.

8. **Indemnification.** To the extent set forth herein, CenturyLink at its own expense will defend, indemnify and hold harmless Customer and its Affiliates and their officers, agents and employees (including their respective successors and assigns) (collectively, for purposes of this Article 9 only, "Customer") and CenturyLink may settle, at its own expense, any third party claim or suit against Customer alleging that any CenturyLink Service or products and/or Customer's proper and legal use of them (whether under a lease, license or purchase) as contemplated by this Agreement and in any related Service Order, the processes, equipment, hardware, methods or underlying technology used to provide any Services or products; or, any combination of any of the foregoing (the "Infringing Item(s)") furnished under this Agreement when used in conformity with all instructions and documentation, infringes any valid patent or copyright, trademark, or other intellectual property or other proprietary or property right of a third party issued or in effect as of the Effective Date. CenturyLink will pay all damages and costs, including without limitation attorney's fees and court costs that by final judgment (or agreed to in settlement) may be assessed against Customer due to such infringement claim. To ensure that Customer is not required to pay any portion of a judgment while CenturyLink pursues an appeal of the judgment entered against Customer, CenturyLink agrees, at its sole expense, to provide a bond or other similar instrument or payment that may be required by any court during the appellate process.

8.1 CenturyLink's obligations are expressly conditioned upon the following: (a) that Customer will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (b) that CenturyLink will have sole control of the defense or settlement; (c) that Customer will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense at CenturyLink's expense; and (d) that the action does not arise from modifications made by a party other than CenturyLink, or from incorrect use of or combinations of products or Services provided by CenturyLink with other products or services that are not part of Customer's customary use of CenturyLink's products or Services and except for the combination of CenturyLink products and Services with other products or services would not have resulted in the third party claim or transmission of customer-supplied content, data, or other information that gives rise to the claim.

8.2 If any CenturyLink Service or products becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (i) procure for Customer the right to continue using the applicable Service or product; (ii) replace or modify the Service or product to provide Customer with a non-infringing Service or product that is functionally equivalent in all material respects; or (iii) if (i) or (ii) are not reasonably achievable by CenturyLink, terminate provision of the affected Service or product without further costs, fees, penalties or other liability to Customer.

9. **Confidentiality and Use of Name and Marks.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, 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 this Agreement by the receiving party or is already known or is independently developed by the receiving party. 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 this Agreement. 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. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

10. Out-of-Service Credit. If CenturyLink causes a Service interruption as set forth in the Tariff, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after CenturyLink receives notice of it, CenturyLink will give Customer a credit calculated by dividing the MRC for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted. Nothing herein is intended to limit Customer's right to terminate this Agreement for Cause as set forth in Section 7.1 above.

11. Warranty and Disclaimer of Warranties. With respect to the Services to be provided under this Agreement, CenturyLink warrants that the Services will be provided in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS 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.

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

12.1 Consequential Damages. NEITHER PARTY OR ITS 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.

12.2 Claims Related to Service. For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

12.3 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 this Agreement, each party's liability is limited to proven direct damages.

12.4 Exclusions. The foregoing limitations of liability will not apply to a party's indemnification.

13. Miscellaneous.

13.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "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. Customer may not assign

this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

13.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: the ICB Terms; the Tariff; the other terms in this Agreement; the Tech Pub; and CenturyLink records.

13.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This 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.

13.4 ARRA. Customer will not pay for Service 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 this Agreement or in an amendment to this Agreement.

13.5 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 this Agreement.

13.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

13.7. Governing Law; Dispute Resolution.

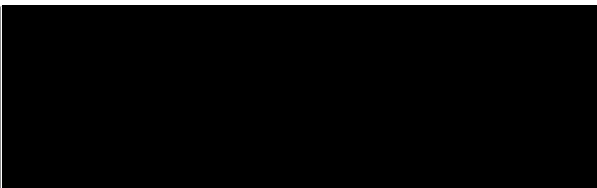
a. **Governing Law; Forum.** This Agreement will be governed by the laws of the state of New York (without regard to or application of choice of law rules or principles), except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.-S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction.

b. **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 this Agreement on a class or consolidated basis or in a representative capacity.

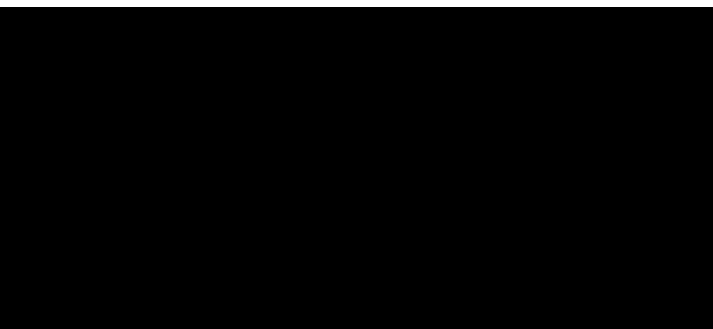
13.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

13.9 Amendments; Changes. This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

13.10 Required Notices. Unless provided otherwise in this 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 at its then current address as reflected in CenturyLink's records Attn.: General Counsel or other person designated for notices. 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. A copy of any notice to Customer shall be sent to:



13.11 Entire Agreement. This Agreement (including 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 or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.



Qwest Corporation d/b/a CenturyLink QC

Authorized Signature

PARESH NAIK

Name Typed or Printed

DIRECTOR OF OFFER MGMT.

Title

01 MAY 2014

Date

Title

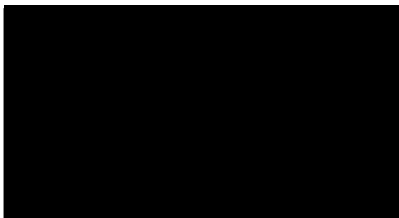
5/15/2014

Date

Address for Notices:

ATTENTION:

FINAL EXECUTED AGREEMENT MUST BE FORWARDED TO THE APPROPRIATE STATE REGULATORY FILING MANAGER.



**CENTURYLINK ISDN PRS, DSS OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**FOR THE STATE OF OREGON
PRICING ATTACHMENT**



Customer

Service Term: 24 Months

AQCB Contract Number:

Type of Service	USOC & MRC/line for 24 month Term	NRC
	Standard	
PRS Voice/Data DS1	ZPG62 \$450	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
		PRS Voice/Data DS1		1	\$450.00
Total MRC:					\$450.00
Total Circuits:				1	

