



June 23, 2017

Advice No. C30-2017

The Honorable Susan Ackerman, Stephen Bloom and John Savage, Commissioners  
Oregon Public Utility Commission  
P. O. Box 1088  
Salem, Oregon 97308-1088

Attention: Joan Grindeland

Dear Commissioners Ackerman, Bloom and Savage:

Pursuant to ORS 759.250, Qwest Corporation, d/b/a CenturyLink QC is filing notification of a Special Contract for ISDN Primary Rate Service (PRS). 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 and amendment 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 (318) 360-2812.

Yours very truly,

A handwritten signature in black ink that reads "Michelle Lyn Rivers".

Michelle "Chelle" Lyn Rivers

Cc: Phil Grate, CenturyLink  
Attachments

**MICHELLE "CHELLE" LYN RIVERS**  
Tariff Analyst  
Michelle.L.Rivers@Centurylink.com  
100 CenturyLink Drive  
Monroe, LA, 71203  
voice: (318) 360-2812

**ISDN PRS**  
CONTRACT OPPORTUNITY #NSP273747  
CONTRACT SUMMARY

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

**Term Of Agreement:** The term of the contract is 36 months

**Effective Date:** April 21, 2017

**ISDN PRIMARY RATE SERVICE (PRS)**

**Service Description:**

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.

**Description of Offer:**

Customer receives a price discount in Oregon for the business service noted above. All other terms and conditions of this contract are offered in accordance with the Oregon QC Exchange and Network Services Price List.

**Unit Price:**

<b>Service:</b>	<b>ISDN Primary Rate</b>
Number of Arrangements:	1
Monthly Unit Price:	\$403.00

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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 applies per the Oregon QC Exchange and Network Services Price List.

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

Answer:

CenturyLink negotiated with this customer for ISDN PRI services.

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**

This ISDN PRS, DSS or UAS ICB Agreement ("Agreement") is between **Qwest Corporation d/b/a CenturyLink QC** ("CenturyLink") and [REDACTED] ("Customer") and is effective on the date CenturyLink signs it ("Effective Date"). In order to qualify for the pricing under this Agreement, Customer must purchase a minimum of 6 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 the 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"). The service specific rates, and the terms and conditions in the Termination Section 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. The 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 the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event 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 the Service in all other jurisdictions.

**Tariff**

Any CenturyLink 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, the Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the 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 [www.centurylink.com/techpub/](http://www.centurylink.com/techpub/) ("Tech Pub").

**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 Customer represents and warrants that it (check one box):

IS NOT a provider of "information service," as that term is defined in 47 U.S.C. §153 (20).

IS a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL NOT be used to provide information service to its End Users, including termination or origination of Voice over Internet Protocol ("VoIP"). "End Users" means any entity to which Customer provides information service. If at any time during the Term of this Agreement this representation and warranty is no longer accurate, Customer agrees to notify CenturyLink and execute an amendment to add the ISP Certification Addendum.

IS a provider of "information service", as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL be used to provide information service to its End Users, including but not limited to termination or origination of Voice over Internet

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Protocol ("VoIP") and therefore agrees to the additional terms and conditions set forth in the **ISP Certification Addendum** attached hereto and incorporated herein by reference. "End Users" means any entity to which Customer provides information service.

1.6 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.**

2.1 This Agreement will expire three (3) years from the date the Service is available to Customer under this Agreement, as evidenced by CenturyLink records ("Initial Term"). 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 At the end of the Initial Term, this Agreement will automatically renew on a month to month basis for one (1) year under the same terms and conditions and rates („Renewal Term") except in cases where such renewal is not permitted by Tariff (in which case, the Services will convert to month to month rates and terms and conditions in the Tariff following conclusion of the Initial Term). The Term and Renewal Term will be collectively referred to hereinafter as the "Term". Thereafter, if CenturyLink continues to provide Service after the Term without a further agreement, the monthly recurring charges ("MRCs") will automatically convert to the then applicable month-to-month rate and terms and conditions of the Tariff.

**3. Service Provided.**

3.1 CenturyLink will provide and maintain the 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 45 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 the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

**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 on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC will not change during the Term of this Agreement provided that the Minimum Circuits are installed by the end of the Ramp Period and the total circuits do not drop below the Minimum Circuits threshold. If due to Customer's request, actions or failure to act, the Minimum Circuits are not installed by the end of the Ramp Period or drop below the Minimum Circuits threshold, CenturyLink may adjust the pricing and Permitted Disconnects defined herein based on the actual number of circuits installed. Such adjusted pricing will be effective immediately following the rate adjustment.

4.2 Customer must pay CenturyLink all charges by the payment due date on 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 1.½% per month or the highest rate permitted by applicable law. Customer must also pay CenturyLink 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. CenturyLink may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

4.3 The charges for Service 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

4.4 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. CenturyLink will notify Customer of any additional charges in this situation.

**5. Customer Responsibilities for 911 Call Routing.**

5.1 If Customer purchases ISDN PRS or DSS Advanced 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.

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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 CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX, ISDN PRS or DSS Advanced 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 ordered during the last 12 months of the Term must be added pursuant to a new agreement that may include the existing Service.

**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 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 Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date.

7.2

If, prior to the conclusion of the Term, Service is terminated 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 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"). Customer may disconnect 1 (one) circuit ("Permitted Disconnects") without incurring a Termination Charge; provided that such Service has satisfied the requirements of the Minimum Service Period before any termination may be effective. If, prior to the conclusion of the Term, Service is terminated in excess of the 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").

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 10% 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 the 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.

8. **Out-of-Service Credit.** If CenturyLink causes a Service interruption, 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.

9. **Disclaimer of Warranties.** CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY.

10. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES

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FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement, (e. g., Service charges, Taxes, interest, and termination or cancellation charges).

**11. Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

**12. Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; 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. Each party will use reasonable efforts to protect the others 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. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted 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.

**13. 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. §164.501 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.

**14. Governing Law; Dispute Resolution.**

**14.1 Governing Law; Forum.** This Agreement will be governed by the laws of the state of Illinois, 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, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. 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.

**14.2 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.

**15. Notices.** Unless otherwise provided herein, 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. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.




**16. General.** 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. The foregoing notwithstanding, Customer may assign the Agreement without CenturyLink's prior written consent (a) in connection with the sale of all or substantially all of its assets or (b) to the surviving entity in any merger or consolidation, provided Customer gives CenturyLink 30 days' prior written notice and provided further that any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell the Service. This Agreement is intended solely for CenturyLink and Customer, and not to benefit any other person or entity e.g. Customer's members, End Users, customers, or any other third parties who utilize or access the Service or the CenturyLink network via the Service. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. If there is a conflict in any term or condition of any documents that govern the provision of the Service hereunder, 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




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records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by 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, flood, labor strike, sabotage, cable cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by CenturyLink, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, in any event that any change in rates, charges, or regulations are mandated by governmental authorities having jurisdiction over the Services or this Agreement, CenturyLink will provide to Customer prompt notification of any such action (and such notification may take the form of an increase in the rates charged, which increase CenturyLink shall agree to waive, at Customer's request, for the first two monthly billing cycles following its imposition), and the parties may engage in good faith negotiations to amend the terms of this Agreement and, absent such agreement within 60 days after commencement of negotiations, Customer may elect to terminate all Services under this agreement subject to such increase without any further liability because of such termination.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and CenturyLink and supersedes all prior oral or written agreements or understandings relating to this subject matter. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Typed or Printed  
  
\_\_\_\_\_  
Title  
4/28/2017  
\_\_\_\_\_  
Date  
  
Address for Notices:  
\_\_\_\_\_

**Qwest Corporation d/b/a CenturyLink QC**  
DocuSigned by:  
  
\_\_\_\_\_  
Authorized Signature  
Brett Casey  
\_\_\_\_\_  
Name Typed or Printed  
Director - Offer Management  
\_\_\_\_\_  
Title  
4/21/2017  
\_\_\_\_\_  
Date

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

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**PRICING ATTACHMENT  
FOR THE STATE OF UTAH**

[REDACTED]  
Customer

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per Ckt.
[REDACTED] Utah	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	PRI	6	[REDACTED]
[REDACTED] Utah	[REDACTED]	PRS Voice/Data DS1	2	[REDACTED]
[REDACTED], Portland, OR.	[REDACTED]	PRS Voice/Data DS1	1	\$403.00
[REDACTED], CO.	[REDACTED]	DSS Basic (DS1)	2	[REDACTED]
[REDACTED] CO	[REDACTED] [REDACTED] [REDACTED]	DSS Basic (DS1)	4	[REDACTED]
[REDACTED], SD	[REDACTED]	DSS Basic (DS1)	1	[REDACTED]

**Total MRC:** [REDACTED]

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each**
<b>Total Mileage MRCs and NRCs:</b>					

\*\*NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.