



April 19, 2018

Advice No. C24-2018

Filing Center
Oregon Public Utility Commission
PO BOX 1088
Salem OR 97308-1088

Attention: Filing Center

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). ISDN PRI Service is included as part of a CenturyLink Total Advantage™ Express Agreement which is provided by Qwest Communications Company (QCC) LLC, d/b/a CenturyLink QCC. This agreement was signed on March 19, 2018. ISDN PRS is the only local regulated service in this contract.

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) 855-0136.

Yours very truly,

A handwritten signature in black ink that reads "Ashley Douglas".

Ashley Douglas
cc: Phil Grate, CenturyLink
Attachments

ASHLEY DOUGLAS
Tariff Analyst III
Ashley.Douglas@CenturyLink
100 CenturyLink Drive
Monroe, LA, 71203
voice: (318) 855-0136

ISDN PRS
CONTRACT NSP # 872761
CONTRACT SUMMARY

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

Term Of Agreement: The term of the contract is 12 months

Effective Date: March 19, 2018

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:

Service:	ISDN Primary Rate
Number of Arrangements:	2
Monthly Unit Price:	\$675

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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
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

This 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"). Customer will purchase, and CenturyLink will provide, Integrated Services Digital Network Primary Rate Service ("ISDN PRS" or "Service") under this Agreement.

Filing Concurrence

CenturyLink may be required to submit the pricing herein to certain regulatory agencies for approval because the rates are being offered on an individual case basis ("ICB Rates"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Rates 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 Rates become effective. Approved ICB Rates will take precedence over the Tariff. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Rates 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. If a regulatory agency does not approve this Agreement, the parties will enter good faith negotiations to mutually resolve the failure to receive the necessary approval.

1. **ISDN PRS.** For 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. Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only.
2. **Term.** This Agreement will expire 12 months from the date Service is available to Customer under this Agreement ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Should CenturyLink continue to provide 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.
3. **Service Provided.** CenturyLink will provide and maintain Service at the locations and in the quantities specified in the Pricing Attachment attached to this Agreement. CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff.
4. **Charges and Billing.** Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Pricing Attachment attached to this Agreement. The MRC will not change during the Term of this Agreement. Customer must pay CenturyLink all charges by the payment due date on the invoice in accordance with the Tariff. Any amount not paid when due will be subject to late interest specified by the Tariff. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable taxes, usual and customary surcharges and all government imposed fees and charges that relate to the Service, which may vary and are subject to change.
5. **Customer Responsibilities for 911 Call Routing.** For Customer purchases of 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. 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. 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 signaling parameters set by Customer.
6. **Moves.** Customer may move the physical location of all or part of 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 Service at the new location are received by CenturyLink on the same date; (d) Customer requests that CenturyLink install Service at the new location on or prior to the disconnection date of the existing Service; and (e) Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.
7. **Termination.**
 - 7.1 Either party may terminate Service under 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, this Agreement, or any portion of 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 ("Termination Charge").
8. **Confidentiality.** 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

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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.

9. 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. "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, an out-of-service credit will be calculated under the state local exchange Tariff.

11. Disclaimer of Warranties. 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 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.

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 the 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 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 an unforeseeable event beyond the reasonable control of that party. 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: Tariff and this Agreement.

13.3 Independent Contractor. CenturyLink provides the 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. Governing Law; Limitations Period

(a) Governing Law. This Agreement shall be construed, governed and interpreted in accordance with the laws of the United States of America and the State of New York without regard to choice of law principles, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. The parties expressly submit themselves to the exclusive jurisdiction of such courts. The U.N. Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(b) Limitations Period. Any claim relating to this Agreement must be brought within two years after the claim arises.

13.5 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.

13.6 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.

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13.7 Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(b) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement.

13.8 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.


 Authorized Signature

 Name Typed or Printed
 CIO

 Title

 Date
 Mar 15, 2018

Address for Notices:
 _____ CA 94903, Attn: General
 Counsel

Qwest Corporation d/b/a CenturyLink QC
 DocuSigned by:

 C9E6AAC7647E466...

 Authorized Signature
 Brett Casey

 Name Typed or Printed
 Director - Offer Management

 Title
 3/19/2018

 Date

Pricing Attachments must be initialed by Customer and included with this signed Agreement for it to be valid.

**CENTURYLINK ISDN PRS
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**PRICING ATTACHMENT
FOR THE STATE OF OREGON**

[REDACTED]
Customer

Service Term: 12 Months

AQCB Contract Number:

Type of Service	USOC & MRC per line for 12 month Term	NRC
PRS Voice/Data DS1	ZPG61 \$675 (Zone Pricing)	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] OR 97214, USA		PRS Voice/Data DS1	2	\$1,350