



April 13, 2016

Advice No. C32-2016

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

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

Dear Commissioners Ackerman, Savage and Bloom:

Pursuant to ORS 759.250, Qwest, d/b/a CenturyLink QC is filing notification of a multi-state Special Contract for basic business lines under CenturyLink™ Volume Plan (CLVP). This Special Agreement was signed February 7, 2012.

Qwest believes this service 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), Qwest 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 cursive script that reads "Chelle R. Rivers".

Michelle "Chelle" Lyn Rivers

Cc: Phil Grate, CenturyLink

Attachments

CenturyLink Line Volume Plan (QLVP)
CONTRACT NO. NSP 167968
CONTRACT SUMMARY

Type Of Agreement: New Request: Renewal: Addition:

Term Of Agreement: The term of the contract is 3 years.

Effective Date: March 17, 2016

CENTURYLINK LINE VOLUME PLAN (CLVP)

Service Description:

CenturyLink Line Volume Plan provides discounts for basic business services, which includes the Flat Rate Business Lines (1FB) with Hunting; Qwest Choice Business; Qwest Choice Business Plus; Qwest Choice Business Add-A-Line; and Qwest Choice Business Prime.

Description of Offer:

Provides a volume service price discount in Oregon for basic business lines included under the CenturyLink Line Volume Plan (CLVP).

Number of Facilities: The customer may purchase any combination of the following lines or packages at the following discounts:

Unit Price:

Service:	CLVP Rate
Number of Arrangements:	1 line or package
Basic Business Service (Flat Rate w/ Hunting)	
All Rate Groups 12% discount	\$20.23
CenturyLink Choice Business	
All Rate Groups 27% discount	\$18.97
CenturyLink Choice Business Add A Line	
All Rate Groups 5% discount	\$22.79
CenturyLink Business Plus	
All Rate Groups 25% discount	\$20.24
Qwest Choice Business Prime	
All Rate Groups 27% discount	\$18.24

CenturyLink Line Volume Plan (CLVP)
CONTRACT NO. NSP 167968
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 Qwest'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 Qwest 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 Qwest if the customer stops the service early and Qwest does not recover initial costs.

Answer:

Termination Liability language relating to this Special Agreement is included in Paragraph 7 of the Agreement.

CenturyLink Line Volume Plan (CLVP)

CONTRACT NO. NSP 167968

CONTRACT SUMMARY

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

Answer: CenturyLink worked with this customer to renegotiate their previous agreement.

This customer previously has an agreement and is negotiated additional terms in this MSA.

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™ LINE VOLUME PLAN
INDIVIDUAL CASE BASIS AGREEMENT**

This Line Volume Plan 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"). Under this Agreement CenturyLink will provide discounted rates on Discount Eligible Services based on Customer's purchase of 10-3,000 Contributory Access Lines, as more fully described herein ("Discount Plan"). This offer may not be provided in conjunction with any other local voice volume discount plan. Customer represents that they have received, or are considering, a comparable offer from a CenturyLink competitor.

Filing Concurrence

This Discount Plan is being offered on an individual case basis ("ICB"). CenturyLink may be required to submit this Agreement and any subsequent addenda to certain regulatory agencies for approval of the discounts in Exhibit 1 ("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, if any, 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 through no fault of CenturyLink, 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 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. In the event that regulatory approvals are never received, Customer may terminate this Agreement without the requirement to pay Termination Charges under Section 7 herein.

Tariff

Other than the ICB Terms in this Agreement, Contributory Access Lines and Discount Eligible Services (collectively the "Service"), and this Discount Plan will be governed by: (a) the Tariff applicable to Service and the Discount Plan; and (b) to the extent a comparable Tariff term or condition does not apply to Service or the Discount Plan, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

1. Definitions.

"The 14 States" means Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

"Contributory Access Lines" means the aggregate number of Customer's existing and new local business exchange access lines as set forth on Exhibit 2, that will be considered for purposes of determining the applicable Line Tier as set forth in Exhibit 1, both of which are incorporated by this reference and made part of this Agreement. Contributory Access Lines are Flat Business Lines with or without CenturyLink Packages, Centrex 21 and Utility Line in CenturyLink's local service areas in the 14 States. The Contributory Access Lines will be aggregated across the 14 States, and will be determined conclusively by CenturyLink records provided that Customer shall have the right to review and audit such records to confirm or dispute such findings, at Customer's expense.

"Discount Effective Date" means the effective bill date of the first service order to add the Discount Plan to Customer's account.

"Discount Eligible Services" are Flat Business Lines, Hunting associated with Flat Business Lines, CenturyLink Choice™ Business (USOC PGOQL only), Business Plus (USOC PGOQM only), Business Add-A-Line, and Business Prime in CenturyLink's local serving area in the 14 States.

"CenturyLink Packages" are CenturyLink Choice™ Business (USOC PGOQL and PGOBA), Business Plus (USOC PGOQM, PGOQX and PGOQY), Business Add-A-Line, Business Prime, Two-Line Business, Business Line Plus and CustomChoice® for Business.

"Rates" means the net rates that will be derived by applying discounts to the Tariff month-to-month rates for Discount Eligible Services which will appear as a credit on each monthly bill.

2. Term. This Agreement will expire three (3) years from the Discount Effective Date ("Term"). If CenturyLink continues to provide Service after the Term without a further agreement, the Rates will be discontinued and Service will continue at the then applicable month-to-month rate and terms and conditions of the Tariff.

3. Contributory Access Lines, Line Tier and Rates. Based on two hundred and thirty (244) Contributory Access Lines, Customer will pay the Rates for Services listed on Exhibit 1 hereto for the 50-499 line tier ("Line Tier") on each monthly bill for all Discount Eligible Services purchased during the Term. The Rates will (a) not change during the Term of this Agreement; (b) commence on the Discount Effective Date; (c) not be applied to more than three thousand (3,000) Discount Eligible Service lines; and (d) terminate upon expiration of the Term, and Service will continue at the applicable month-to-month rate and terms of the Tariff.

4. Changes. Customer may move or add Service ("Change") if CenturyLink commercially offers such Change, and Customer agrees to pay all applicable charges related to such Change. Such Change will be subject to the terms and conditions of the Tariff. Rates for added Service will (a) commence on the effective bill date of the service order to add the Discount Plan to the additional

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Service; (b) not be retroactive to the Discount Effective Date; and (c) terminate upon expiration of the Term. Additions to the Contributory Access Lines will not change the Rates under this Agreement. The Contributory Access Lines and any Change, will be determined conclusively by CenturyLink records and/or as otherwise mutually agreed upon by the parties.

5. **Minimum Line Requirement; Annual Audit, Shortfall Charge.** Based on the Line Tier, Customer must maintain fifty (50) Contributory Access Lines ("Minimum Line Requirement") during the Term of this Agreement. At the end of each twelve month (12) period following the Discount Effective Date ("Annual Period"), CenturyLink will conduct an audit to determine the number of Customer's operational Contributory Access Lines ("Line Count"). If after each Annual Period Customer's Line Count fails to meet or exceed the Minimum Line Requirement, Customer will promptly pay to CenturyLink a shortfall charge equal to the difference between the Minimum Line Requirement and the Line Count multiplied by sixty dollars (\$60) ("Shortfall Charge"). In no event will the number of actual Contributory Access Lines in excess of Customer's Minimum Line Requirement in a particular Annual Period be "rolled back" or "carried over" for purposes of achieving Customer's Minimum Line Requirement in a prior or subsequent Annual Period.

6. **Charges and Billing.** Customer must pay CenturyLink all undisputed charges by the payment due date on the invoice. Any undisputed amount not paid when due will be subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. Notwithstanding anything to the contrary contained herein, Customer shall have no obligation to pay for Services invoiced more than twelve (12) months after Services are provided to Customer. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees not greater than the standard administrative fee CenturyLink charges its other customers for Services herein when Customer's payment preferences deviate from CenturyLink's standard practices upon providing Customer reasonable written notice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

7. **Termination.** Customer understands that, if prior to the conclusion of the Term, Customer terminates this Agreement and/or Service in its entirety then Customer will be liable for a termination charge equal to the Minimum Line Requirement multiplied by \$15, multiplied by the number of months remaining in the Term ("Termination Charge"). Notwithstanding the foregoing, Customer shall not be responsible for payment of the Termination Charge if Customer terminates this Agreement and/or Service for Cause. If a Termination Charge applies, such charge will be waived if at the same time this Agreement is terminated, Customer enters into a new agreement for any other CenturyLink provided service and the total value of the new service agreement, excluding any nonrecurring and special construction charges, equals or exceeds the Termination Charge, which will be considered the remaining value of this Agreement. The waiver does not apply to changes between regulated and unregulated or enhanced products and services. Either party may terminate this Agreement or any Services for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement which failure is not remedied: (a) in the event of a payment default by Customer, within five (5) days of written notice; or (b) in the event of any other general default, within thirty (30) days of written notice (unless a different notice period expressly set forth in this Agreement applies).

8. **Disclaimer of Warranties.** CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

9. **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 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 the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

10. **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 the 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

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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.

11. Indemnification. Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from such party's failure to comply with applicable law and the limitations of Section 9 shall not apply to such third party claims.

11.1 Intellectual Property Indemnification by CenturyLink. CenturyLink will defend and may settle, at its own expense, any third party claim or suit against Customer alleging that any CenturyLink Service furnished under this Agreement when used in conformity with all instructions and documentation, infringes any valid United States patent or copyright issued or in effect as of the Effective Date. CenturyLink will also pay all damages and costs that by final judgment may be assessed against Customer due to such infringement.

11.2 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; 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 or transmission of customer-supplied content, data, or other information that gives rise to the claim.

11.3 If any CenturyLink Service 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; (ii) replace or modify the Service to provide Customer with a non-infringing Service 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. CenturyLink's obligation to defend such an infringement claim will not apply to systems, services, equipment or software not provided by CenturyLink, including any local exchange carrier or other service provider, notwithstanding that such provider is engaged on Customer's behalf by CenturyLink. This subsection does not apply to any CPE supplied by CenturyLink or its affiliates. THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND THE ENTIRE OBLIGATION AND LIABILITY OF CENTURYLINK, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

12. Confidentiality. 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. 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, or to a parties' attorneys, accountants or auditors, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature (including but not limited to Customer Information, PII provided by Customer to CenturyLink or CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) 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. 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. "PII" means personally identifiable information relating to an identified or identifiable person and that, either by itself or in combination with other pieces of information, identifies, or can be used to identify, an individual. Examples of Personal Information include, but are not limited to, names, phone numbers, addresses, credit card information, social security numbers, and/or account or financial information of Customer's or its Affiliates' employees, franchisees, sales associates, broker, or customers. CenturyLink will not be deemed to have accessed, received or be in the possession of Customer Confidential information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

12.1 CenturyLink agrees to use commercially reasonable efforts to assist Customer to implement and maintain if required by law appropriate measures as it relates to the Services provided by CenturyLink under this Agreement for Customer to meet those laws in the protections of Customer's PII. These measures include secure disposal of consumer information and customer information as required, and taking appropriate actions to address incidents of unauthorized access to Customer's sensitive customer data information, including notification to Customer as soon as possible of any such incident.

12.2 CenturyLink agrees to follow industry-leading information security standards and best practices to ensure the integrity and confidentiality of Customer Confidential Information in support of CenturyLink's Services. These practices include extensive controls in the areas of personnel, systems, and facility security, which are guided by comprehensive security policies and standards consistently applied by CenturyLink. CenturyLink will maintain and follow information security policies and standards using ISO 17799:2005 and NIST Special Publications 800 Series standards as underlying guidance. CenturyLink will promptly provide to Customer, upon request, information regarding its privacy and information security systems, policies and procedures as Customer may reasonably request relating to Customer's obligations under applicable laws and regulations. Customer may obtain, upon request, the current assessment

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certification and summary document of the third party data security audit conducted on behalf of CenturyLink as described in the following paragraph.

12.3 CenturyLink's complete information security program is assessed and certified annually by an independent audit firm in order to provide an objective assessment of thirteen areas of security, as well as an assessment of the overall effectiveness of information security practices throughout the organization. The areas reviewed in the assessments reflect the thirteen top-level topics of the International Organization for Standardization (ISO) 27000 series with NIST Special Publication 800 as standards guidance, and are meant to capture the depth, breadth, and maturity of CenturyLink's information security program. The program assessment areas include:

- Security Policies, Standards, and Guidelines
- Security Organization and Infrastructure
- Security Management
- Information Classification and Ownership
- Personnel Security and Awareness
- Physical and Environmental Control
- Network Control
- Anti-Virus Protection
- System Access Control and Use
- Systems Development and Support
- Monitoring and Incident Response
- Business Resumption Planning
- Audit and Legal Compliance Planning

13. Governing Law; Dispute Resolution

13.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of a 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. 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.

13.2 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.

14 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.

15. Miscellaneous.

15.1 General. Customer may not assign this Agreement or any of the rights or obligations hereunder without the prior written consent of CenturyLink which will not be unreasonably withheld. 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. End User). 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. In the event of 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; and CenturyLink 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, fiber 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, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement. The parties acknowledge and agree that Customer uses CenturyLink on a non-exclusive basis and, as such, Customer may, at its sole option, enter into similar agreements with other suppliers. The parties hereby agree to comply with all applicable Federal and State laws in the performance of their obligations under this Agreement.

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15.2 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.

15.3 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.

15.4 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.


15.5 Limitations Period. Any claim relating to this Agreement must be brought within two (2) years after the claim arises.

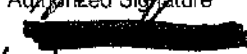
15.6 No Resale; Compliance. Customer must not resell Service and its use of Service must comply with all applicable laws.


15.7 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.

16. CPNI. CenturyLink will have access to certain CPNI. "CPNI" means Customer Proprietary Network Information, which includes confidential account, billing and usage-related information about the quantity, technical configuration, type, destination, location and amount of use of Customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number. Under federal law, Customer has a right to, and CenturyLink has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance CenturyLink's ability to meet Customer's needs. Customer expressly authorizes CenturyLink, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by CenturyLink and its Affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Any such withdrawal will not affect the quality of Service provided hereunder.

17. 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.

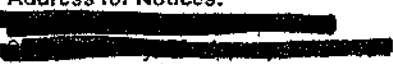



 Authorized Signature



 Name Typed or Printed


 Title

 Date *March 16, 2016*

 Date
Address for Notices:


 Attn: General Counsel-Telecom with copy to same address,


DocuSigned by:

 Quest Corporation d/b/a CenturyLink QC
 E68B7D9322EC43C...

 Authorized Signature
 Sang Lee

 Name Typed or Printed
 Field Sales Director

 Title

 3/17/2016

 Date

**CENTURYLINK™ LINE VOLUME PLAN
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EXHIBIT 2

Customer: [REDACTED]

Agreement Number: _____

Contributory Access Lines and (USOCs)	
Discount Eligible	Not Discount Eligible
** Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)	Flat Business Lines (AF4, BHS, 7FB) Utility Line (AWL) Centrex 21 (RXB, EPB, R4X, XRW, XRS, RSX, R4V, R6X)

** Flat Business Lines with the following CenturyLink Choice™ packages will only receive the package discount as shown on Exhibit 1.
 CenturyLink Choice™ Business (PGOQL only)
 CenturyLink Choice™ Business Plus (PGOQM only)
 CenturyLink Choice™ Business Add-A-Line (PGOQN)
 CenturyLink Choice™ Business Prime (PGOQT)
 NOTE: CenturyLink Choice package USOCs should not be included in the Contributory Access Line count.

TOTAL Contributory Access Lines:	244
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Customer certifies that the fifty (50) Contributory Access Lines (a) exist under the Billing Telephone Numbers ("BTN") shown below; or (b) will be installed at the Service Address(es) shown below.

BTN	USOC	Total
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	AFK	2
[REDACTED]	1FB	2
[REDACTED]	1FB	1
[REDACTED]	AFK	1
[REDACTED]	1FB	10
[REDACTED]	1FB	1
[REDACTED]	AFK	1
[REDACTED]	AFK	2
[REDACTED]	1FB	1
[REDACTED]	AFK	4
[REDACTED]	1FB	30
[REDACTED]	1FB	1
[REDACTED]	AFK	3
[REDACTED]	1FB	1
[REDACTED]	AFK	1
[REDACTED]	1FB	1
[REDACTED]	AFK	2
[REDACTED]	1FB	4
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	AFK	23
[REDACTED]	1FB	2
[REDACTED]	AFK	9
[REDACTED]	1FB	4
[REDACTED]	1FB	1

CENTURYLINK™ LINE VOLUME PLAN
INDIVIDUAL CASE BASIS AGREEMENT

[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	AFK	2
[REDACTED]	AFK	2
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	AFK	18
[REDACTED]	1FB	1
[REDACTED]	AFK	2
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	3
[REDACTED]	1FB	3
[REDACTED]	1FB	1
[REDACTED]	AFK	9
[REDACTED]	1FB	3
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	AFK	11
[REDACTED]	1FB	1
[REDACTED]	AFK	12
[REDACTED]	1FB	7
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	AFK	5
[REDACTED]	1FB	1
[REDACTED]	AFK	5
[REDACTED]	1FB	1
[REDACTED]	AFK	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	1FB	1
[REDACTED]	AFK	5
[REDACTED]	1FB	1
[REDACTED]	AFK	7
[REDACTED]	1FB	1
[REDACTED]	AFK	9
Grand Total		244