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April 4, 2019

Advice No. C06-2019

Oregon Public Utility Commission
P. O. Box 1088
Salem, Oregon 97308-1088

Dear Filing Center:

Pursuant to ORS 759.250, Qwest Corporation d/b/a CenturyLink QC (CenturyLink) is filing notification of a thirty-six (36) month Contract for Metro Optical Ethernet Service (MOE). The Contract became effective, March 19, 2019. A financial/cost analysis is provided as part of the filing.

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

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

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

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

Sincerely,

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

Mark Brinton
Government Affairs Director
Office: (303) 992-5832
e-mail: Mark.Brinton@CenturyLink.com

Metro Optical Ethernet Service (MOE)
CONTRACT NO. R002451
CONTRACT SUMMARY

Service Description:

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

Description of Offer:

Provides a service discount for MOE for 36 months.

**Metro Optical Ethernet Service (MOE)
CONTRACT NO. R002451
CONTRACT SUMMARY**

CONTRACT SUMMARY

Type Of Agreement: New Request: Renewal: Addition:

Term Of Agreement: 36 months

Effective Date: March 19, 2019

Number of Facilities: 2 300 Mbps
1 1,000 Mbps

Unit Price:

Service:	MOE
Number of Arrangements:	2 300 Mbps
Monthly Unit Price:	\$938.00
Number of Arrangements:	1 1,000 Mbps
Monthly Unit Price:	\$2,170.00

**Metro Optical Ethernet Service (MOE)
CONTRACT NO. R002451
CONTRACT SUMMARY**

I. CONTRACT ANALYSIS

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

Answer:

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

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

Answer:

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

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

Answer:

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

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

Answer:

Paragraph 6 of the Agreement states: "Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by CenturyLink for Cause or by customer for any reason other than Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for

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

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

Answer:

CenturyLink negotiated with this customer for the service.

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

Answer:

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

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

Agreement Number: _____

This CenturyLink Metro Ethernet Service Agreement ("Agreement") between [REDACTED] ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") is effective on the date of execution by CenturyLink ("Effective Date").

Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "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>. Service is subject to technical publication 77411 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

1. Scope.

1.1 Metro Ethernet Service ("Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the CenturyLink-designated physical interface between the CenturyLink-owned network and Customer's telecommunications equipment. Service is available over two designs: (a) Customer Premises, supporting transmission speeds as low as 1 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps and (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps. "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

1.2 Any CenturyLink tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of 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.

1.3 Service provided herein is subject to network infrastructure availability and may require the expenditure of CenturyLink capital funds ("Funding") to provide Service to Customer. If a location requires Funding, CenturyLink will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of CenturyLink. In the event this Agreement is executed, and the required Funding is not approved, CenturyLink agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

1.4 Customer understands and agrees that CenturyLink supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable CenturyLink Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

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

2. Term.

2.1 The Term of this Agreement is that which is described in the E-rate and/or RCH/HCF Program Addendum associated with this Agreement and executed by Customer

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2.2 The Service Term is that which is described in the E-rate and/or RCH/HCF Program Addendum associated with this Agreement and executed by Customer. The Service shall have a "Minimum Service Period" of 12 months.

3. Installation/Provisioning of Service.

3.1 CenturyLink will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

3.2 **Order Acceptance and Cancellation.** 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. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

3.3 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. CenturyLink will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Charges and Billing.

4.1 Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is 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. 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 when Customer's payment preferences deviate from CenturyLink's standard practices.

4.2 The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service, specified on Exhibit 1, reflect the rates currently in effect in the Tariff. Service's MRC and NRC will be those in effect in the Tariff on the first date of installation of Service. CenturyLink will fix the MRCs during the Term so that CenturyLink will not pass through any CenturyLink initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: Yes No Promotion Expiration Date: _____
Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. **Termination.** Either party may terminate Service and/or 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. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through

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

7. 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 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.

8. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

9. 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.

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

10.1 Consequential Damages. 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.

10.2 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.

10.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

11. Miscellaneous.

11.1 General. This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

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

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

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

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11.5 HIPAA. CenturyLink Communications, LLC 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"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and 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).

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

11.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. 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 Denver, Colorado. 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.

(b) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

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

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

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

11.10 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 or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

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11.11 **Entire Agreement.** This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

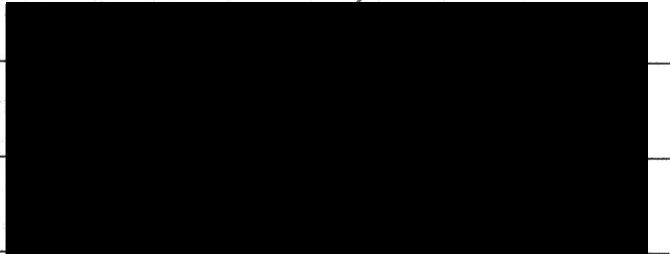
QWEST CORPORATION D/B/A CENTURYLINK QC



Susan Baker

Susan Baker (Mar 19, 2019)

Authorized Signature



Susan Baker

Name Typed or Printed

Manager-Offer Management

Title

Title

Mar 19, 2019

3/15/19

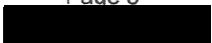
Date

Date

Customer's Address for Notice:
Customer's facsimile number (if
Person designated for notices:



FOR QCB INTERNAL USE ONLY	
FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE QCB PROCESS IS NOT NECESSARY)	
AQCB Quote No.	
Date Concurred:	

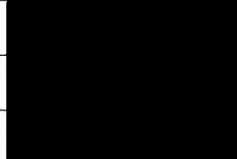
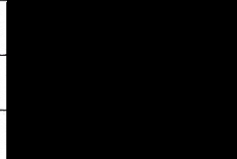
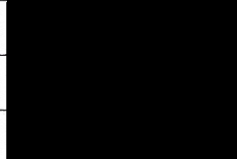


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Agreement Number: _____



EXHIBIT 1

Service Location	Bandwidth Profile	Bandwidth MRC	Port Speed	Port NRC
	1000 Mbps	\$2,170.00	1000 Mbps	\$1,200.00
	300 Mbps	\$938.00	1000 Mbps	\$1,200.00
	300 Mbps	\$938.00	1000 Mbps	\$1,200.00



**E-RATE AND/OR RHC/HCF PROGRAM
ADDENDUM**

CenturyLink and Customer are entering an Agreement for the provision of certain telecommunications services, equipment or both ("Service") (Opportunity ID: 56267482). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") or under the Rural Health Care Program including the Healthcare Connect Fund ("RHC/HCF Programs") established by the Federal Communications Commission ("FCC") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the FCC, or under state or local corollaries to the E-rate and/or RHC/HCF Programs (collectively, the discounts or other benefits are referred to as "Support"). Due to program guidelines, this E-rate and/or RHC/HCF Program Addendum ("Addendum") must be incorporated into the parties' underlying Agreement and is binding when acknowledged by Customer or when Customer receives Service.

1. Precedence and Interpretation. The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

2. Term.

2.1 Agreement Term. The term of the Agreement will commence as selected in the below table and will continue for 36 months thereafter, unless earlier terminated in accordance with the Agreement ("Term"). Should CenturyLink continue to provide Service after the expiration of the Term, the Term will continue on a month-to-month basis at the then current month-to-month rates, which may be terminated by either party upon 30 days written notice to the other party. Notwithstanding anything to the contrary elsewhere in the Agreement, while the Agreement is effective on the date the last party signs the Agreement, the Term of the Agreement will begin according to the following option selected by Customer:

<input type="checkbox"/> Option 1.	The Term will begin on the date the last party signs the Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input checked="" type="checkbox"/> Option 2.	The Term will begin on July 1, 2019. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	After the initial execution of the Agreement by the parties, the Term will not commence until the date that CenturyLink receives USAC's Funding Commitment Decision Letter and/or Support Schedule. But if CenturyLink receives USAC's Funding Commitment Decision Letter before July 1, 2019, the Term will begin July 1, 2019. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.

2.2 Service Term. Notwithstanding any conflicting term defined in a Service Exhibit, Quote, Order, Pricing Attachment or Table, the term of an individual Service begins on the Service Commencement Date or Start of Service Date for that Service and continues for the number of months remaining in the Term of the underlying Agreement ("Service Term"). Service will continue month-to-month at the expiration of the Service Term at the then current month-to-month rates, terminable by either party with 30 days written notice to the other party. Any reference to automatic renewals will have no force or effect.

3. Applications for Support. Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take appropriate steps to ensure that USAC receives an application and any other necessary documentation to request Support for Service. Customer will promptly provide CenturyLink with a copy of its Funding Commitment Decision Letter, Support Schedule and all other relevant documentation requested by CenturyLink. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to confirming receipt of Service.

4. Payment for Services.

4.1. Customer Responsibility. At all times during the Term of the Agreement, Customer is responsible for payment for Services in accordance with the payment terms described in the Agreement, including, but not limited to, periods when Customer may not be eligible for Support or if the FCC or USAC fails to reimburse CenturyLink for Service, or if the FCC or USAC reclaims any portion of Support paid to CenturyLink on Customer's behalf. Customer will reimburse CenturyLink for any Support amounts not reimbursed, or amounts reclaimed, by the FCC or USAC.

4.2. Support Payments. CenturyLink will apply Support to Customer's billing accounts for the Services when payments are received by CenturyLink. Customer may elect to pay the portions of its invoices for Services that are not covered by Support and rely on payment for the remainder of the invoice by Support being received by CenturyLink. If, at any time, CenturyLink does not receive full payment of an invoice balance by the due date of the invoice, regardless of source, CenturyLink will charge Customer late payment charges as stated in the Agreement. While CenturyLink will use commercially reasonable efforts to assist Customer in requesting Support, CenturyLink is not responsible for Customer's compliance with FCC or USAC rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC or USAC with respect to Customer.