



June 22, 2016

Advice No. C57-2016

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

Attention: Joan Grindeland

Dear Commissioners Ackerman, Bloom and Savage:

Pursuant to ORS 759.250, Qwest Corporation, d/b/a CenturyLink QC is filing notification of a Special Contract for ISDN Primary Rate Service (PRS). 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 May 19, 2016. Domestic Voice (Long Distance) is not regulated in Oregon.

CenturyLink believes that ISDN PRI is competitive and that the Special Contract pricing is in accordance with the provisions of ORS 759.250. Supporting documentation is attached.

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

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

Please direct any questions or concerns regarding this filing to me at (318) 360 2812.

Yours very truly,

A handwritten signature in cursive script that reads "Michelle Lyn Rivers".

Michelle "Chelle" Lyn Rivers
cc: Phil Grate, CenturyLink
Attachments

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

ISDN PRS
CONTRACT OPPORTUNITY # 52955606 with NSP 207624
CONTRACT SUMMARY

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

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

Effective Date: May 19, 2016

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:	1
Monthly Unit Price:	\$490.00

ISDN PRS
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CONTRACT SUMMARY

I. CONTRACT ANALYSIS

- a. Please provide the rationale and justification for creating a special class of service. The rationale must include a discussion as to why no previously approved class of service (contract or tariff) is acceptable to the Customer for whom the utility proposes a special class of service. Determination of a special class of service must be based on the following:

The quantity of service used, the time when used, the purpose for which used, the existence of price competition or a service alternative, the services being provided, the conditions of service, or any other reasonable consideration.

Answer:

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

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

Answer:

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

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

Answer:

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

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

Answer:

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

ISDN PRS
CONTRACT OPPORTUNITY # 52955606 with NSP 207624
CONTRACT SUMMARY

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® TOTAL ADVANTAGE® AGREEMENT
Monthly Assessment**

This CenturyLink® Total Advantage® Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and [REDACTED] ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **June 27, 2016** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

CUSTOMER: [REDACTED]

CENTURYLINK COMMUNICATIONS, LLC

DocuSigned by:
[REDACTED]

Authorized Signature
[REDACTED]

Name Typed or Printed
[REDACTED]

Title
5/17/2016

Date

DocuSigned by:
Donna M McNally

Donna M McNally

Name Typed or Printed
Director of Offer Management

Title
5/19/2016

Date

Customer's address for notices: [REDACTED]
Customer's facsimile number (if applicable):
Person designated for notices: [REDACTED]

1. Services. Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC.

• DOMESTIC VOICE SERVICE EXHIBIT

The parties agree that the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.

2. Term; Commitment. The "Revenue Commitment" and "Initial Term" of the Agreement are \$1,000/month; 36 Months; (Code: 190013). The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. Contributory Charges. Customer is not obligated to order any particular Service; however, starting three months after the Effective Date, Customer's aggregate Contributory Charges must equal or exceed the Revenue Commitment during each Measurement Period. Customer authorizes CenturyLink, its Affiliates, or its agents to use billing information to measure Customer's Revenue Commitment. If Customer fails to meet its Revenue Commitment, Customer must pay CenturyLink a Shortfall charge.

4. Rates. Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Term. Notwithstanding the preceding sentence, CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. The parties agree that the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.

5. Payment. CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is 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 Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. 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.

6. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other 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

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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 the Agreement. 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.

7. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

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.

9. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE 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. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

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. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

10.2 Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

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

10.4 Other Direct Damages. For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.

11. Indemnification. Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party. Customer will also defend and indemnify CenturyLink, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

12. Termination.

12.1 Service. Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

12.2 Agreement. Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term, or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

12.3 Unpaid Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

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13. Miscellaneous.

13.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, indemnification, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

13.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

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

13.4 ARRA. Customer will not pay for the Services 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 the Agreement or in an amendment to the Agreement.

13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). 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).

13.6 Credit Approval. Provision of Services 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 Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

13.7 Installation, Maintenance and Repair

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.8 Governing Law; Dispute Resolution.

(a) Billing Disputes. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

(b) Governing Law; Forum. Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

(c) 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 the 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

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any dispute relating to the 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.

(d) Limitations Period. Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

13.9 No Resale; Security. 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. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

13.10 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

13.11 Amendments; Changes. The 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 the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

13.12 Websites. References to websites in the Agreement include any successor websites designated by CenturyLink.

13.13 Required Notices. Unless provided otherwise in the 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 as provided above. 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.

13.14 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.15 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and 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, ports, or circuits at the same locations as covered under the Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Annual Period" means each 12 month period following the Effective Date.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"CenturyLink QC Contributory Services" means the following Qwest Corporation d/b/a CenturyLink QC services: Analog Private Line, Analog Trunks, ATM (IntraLATA), Business local exchange lines (e.g., CenturyLink Choice™ Business packages); Centrex and

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Centron®, CenturyLink High-Speed Internet, Digital Switched Service, directory services, DS1, DS3, Frame Relay (IntraLATA), GeoMax®, ISDN Services, Metro Ethernet, Optical Wavelength Service, SHARP, SHNS, SST, and Uniform Access Solution.

“Confidential Information” means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), 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 the Agreement by the receiving party or is already known or is independently developed by the receiving party.

“Contributory Charges” means: (a) all MRCs and usage charges for Services (other than Local Access Service) ordered under the Agreement after the Effective Date and incurred during the Term and (b) all MRCs and usage charges for CenturyLink QC Contributory Services ordered before or after the Effective Date under separate agreements and incurred during the Term. Contributory Charges do not include NRCs, CPE, any charges under the Local Access Service Exhibit, pass-through charges, Taxes, worldcard® payphone surcharges, other surcharges, issued credits, or other charges not specified as Contributory Charges under the Agreement.

“Convenience” means any reason other than for Cause.

“CPE” means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

“CPNI” means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a 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.

“Early Termination Charge” equals: (a) 100% of the Revenue Commitment times the number of months remaining in the then current Annual Period in which the Agreement is terminated; plus (b) 35% of the total Revenue Commitment for any other Annual Period(s) remaining in the Term.

“Measurement Period” means each monthly billing cycle following the Effective Date.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide domestic Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Net Effective Rate" means the rates less the Custom Discount. Net Effective Rates are subject to change if there is a change in the underlying rates and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

"Net Rate" is in lieu of all other rates, discounts, and promotions, including the CTA Discount.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is subject to change.

2. Service.

2.1 Description. Voice Service consists of domestic Long Distance, domestic Toll Free (including features), domestic Virtual Network Service ("VNS"), domestic worldcard®, and domestic Directory Assistance service. Domestic Long Distance service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free service is also available through switched or dedicated facilities. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes CenturyLink's trademarks and telephone number; 2) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and 3) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed in the Pricing Attachment, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

2.2 Domestic IP Voice. Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into

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VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at <http://www.qwest.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed Toll Free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with toll free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound Toll Free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed Toll Free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

2.4 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

3. Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

4. Charges. As applicable, Customer will pay the rates, Net Rates, Net Effective Rates, and all other charges set forth in the Pricing Attachment, RSS, ISS, Tariff, or Order Form. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates, Net Rates, and Net Effective Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+), except where otherwise noted on the Pricing Attachment. Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC. Unless a Net Rate or Net Effective Rate is specified in the Pricing Attachment, domestic Outbound Long Distance and 8XX Outbound, domestic Toll Free (including any features), domestic VNS, and domestic worldcard voice services will be charged at the Agreement rates in the Tariff, ISS, and RSS. Rates and Net Rates will be used for calculating Contributory Charges.

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PRICING ATTACHMENT**

1. Interstate. For all Interstate Long Distance usage, CenturyLink will bill Customer an 18 second minimum per call and 6 second increments.

Domestic Interstate Outbound Long Distance	Per Minute Net Rate
<i>Origination – Termination</i>	
Switched – Switched	████████

Domestic Interstate Toll Free	Per Minute Net Rate
<i>Origination - Termination</i>	
Switched – Switched	████████

2. Intrastate.

2.1 Interstate Service Credit. For all intrastate (which includes interLATA and intraLATA usage within a state's boundary unless specified below) inbound 8XX and outbound voice service usage, CenturyLink will charge Customer the applicable rate in the Tariff on the Effective Date. Customer will then receive a monthly credit (the "Interstate Service Credit") equal to the product of the fixed discount listed in the table below multiplied by Customer's total intrastate inbound 8XX and outbound voice service usage (including CenturyLink *worldcard* service and *worldcard* surcharge, if applicable) within that state at the applicable rates, as determined by origination and termination. The sum of all Interstate Service Credits will be applied to Customer's interstate voice usage charges but will not exceed Customer's total amount of interstate voice usage charges in any month. For Customer's convenience, the Tariff rates in effect at the time this agreement was drafted are shown below. **This credit will appear on your bill as a line item discount titled, "Interstate Service Credit." This credit is not applied as an intrastate per minute rate.**

Domestic Intrastate (including interLATA and intraLATA) Outbound Long Distance By State		Per Minute Rates after discount	Maximum Discount Basis for Service Credit
State	<i>Origination – Termination</i>		
OR	Switched - Switched	████████	████████

Domestic Intrastate (including interLATA and intraLATA) Toll Free By State		Per Minute Rates	Maximum Discount Basis for Service Credit
State	<i>Origination – Termination</i>		
OR	Switched – Switched	████████	████████

3. LOCATIONS THRESHOLD. The Switched Inbound and Outbound Interstate rates and Dedicated Inbound and Outbound Interstate rates described under the Agreement will be provided to no more than 25 total locations (the "Locations Threshold"). Each location in excess of the Location Threshold requiring Switched Inbound and Outbound Interstate Service or Dedicated Inbound and Outbound Interstate Service will receive standard month-to-month RSS rates in lieu of the rates, discounts and/or credits specified in this Pricing Attachment.

4. INBOUND 8XX DISCOUNT. Provided Customer is in compliance with its obligations under the Agreement, CenturyLink will apply a fixed discount of 80% to the \$5.00 rate for each CenturyLink 8XX number in excess of the first 8XX number in which CenturyLink provides Service as the "Responsible Organization" (meaning the party held accountable for providing such Service). CenturyLink does not charge an 8XX MRC for the first 8XX in which CenturyLink provides Service as the Responsible Organization.

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5. Feature Solutions Bundle Pricing. For all applicable Service feature usage, CenturyLink will charge the pricing specified in the table below. If Customer adds features not listed in the table below, such features will be at CenturyLink’s standard price.

Feature Solutions Bundle Selected	Transaction
Routing:	
• Time of Day	• Geographical Routing
• Day of Week	• Real Time ANI
• Percent Allocation	Change NRC*
Overflow:	
• Busy Ring No Answer	• In-switch Overflow
• Direct Termination Overflow	• Alternate Call Plan Routing
• Super Trunk	• Real Time ANI
	Change NRC*

* An NRC change fee is applicable to program feature changes not initiated via Control Center. No charge if initiated through Control Center.

5. ENHANCED TOLL FREE FEATURES. Provided Customer is in compliance with its obligations under this Agreement, CenturyLink will apply a fixed monthly discount to Customer’s 8XX feature Install NRCs, MRCs, and Change NRCs as described below. Notwithstanding the previous sentence, CenturyLink GeoPlus® charges are not eligible for any discount.

Discount	Install NRC	MRC	Change NRC

6. INBOUND 8XX FEATURE(S). Customer will pay the following NRCs, MRCs, Change Charges and Surcharges, if applicable, for the Enhanced 8XX Features listed below (“Feature(s)”). Pricing for Features listed below is subject to change without notice and is subject to applicable federal, state and local taxes, fees and surcharges.

Feature	NRC	MRC	Change	Surcharge
Alternate Call Routing				
Busy Ring No Answer (BRNA)				
Day of Week Routing (DOW)				
Day of Year (Holiday) Routing (DOY)				
Dialed Number Identification Service (DNIS)				
Direct Termination Overflow (DTO)				
EZ Route–Enhanced Reporting Manager (ERM)				
EZ Route–Menu and Database *				
EZ Route–Speech Recognition Menu & Database Routing *				
EZ Route–Percent Allocation, Time of Day, Day of Week, Area Code & Customer – Entered Digit Routing *				Route
EZ Route–Bridging				
EZ Route Enhanced Reporting Manager (ERM)				
Extended Call Coverage (ECC)	\$0.00	\$0.00	\$0.00	N/A
Fast Transfer and Release (FTnR)				
Geographic Routing (GeoRouting)				
Industry Toll Free Directory Assistance				
Menu Routing				
Percent Allocation Routing				
Project Account Codes (PAC)				
CenturyLink GeoPlus®	This advanced routing option is only offered through an alliance with AdGeo. Please contact AdGeo directly at 888-947-3100 or visit www.QwestGeoPlus.com Log-in: qwest PIN: qwest1			

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Real Time ANI	████	████	████	████
Tailored Call Coverage (TCC)	██████████	████	██████████	████
Time of Day Routing (TOD)	██████████	██████████	██████████	████
Control Center for Toll Free	████	████	████	████
Super Trunk Overflow	██████████	██████████	██████████	████
In Switch Overflow Trunk	██████████	██████████	██████████	████
Quota Routing	██████████	██████████	██████████	████

[Instruction to OM: Delete the following footnote, if none of the EZ Route options are included in the above table. Please note that if a customer requests more than 150 nodes, you need to work with product manager Kaysie Schwartz to assess impacts on the platform.]

* Limited to 150 nodes per application.

[Instruction to OM: Delete the following parenthetical statement, if all features are standard priced and no features received custom pricing.]

(Any feature whose name appears in all capital letters received pricing outside of the RSS.)

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Exhibit 1
ISDN PRS ICB PRICING OFFER
FOR THE STATE OF OR

[REDACTED]
Customer

This ISDN PRS is provided by Qwest Corporation d/b/a CenturyLink QC (“CenturyLink QC”) and is subject to the CenturyLink Total Advantage™ Express Agreement between Customer and CenturyLink.

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

AQCB# (internal use only): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[REDACTED], OR 97756, USA		ZPG63	36mo	\$0.00	1	\$490