

November 13, 2018

Advice No. C91-2018

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

Attention: Filing Center

Pursuant to ORS 759.250, Qwest Corporation, d/b/a CenturyLink QC is filing notification of a Special Contract for ISDN Primary Rate Service (PRS), and a multi-state Special Contract for basic business lines under CenturyLinkTM Volume Plan (CLVP). ISDN PRI Service and CLVP are included as part of a CenturyLink Total AdvantageTM Express Agreement which is provided by Qwest Communications Company (QCC) LLC, d/b/a CenturyLink QCC. This agreement was signed on October 1, 2018. ISDN PRS and CLVP are the only local regulated services in this contract.

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

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

Please direct any questions or concerns regarding this filing to me at (318) 855-0136.

Yours very truly,

Ashley Douglas

cc: Phil Grate, CenturyLink

ashley Donglas

Attachments

ASHLEY DOUGLAS
Tariff Analyst III
Ashley.Douglas@CenturyLink
100 CenturyLink Drive
Monroe, LA, 71203

voice: (318) 855-0136

ISDN PRS

CONTRACT NSP # 901344 CONTRACT SUMMARY

Гуре Of Agreement: N	New Request: X Renewal: Addition: Addition:	
Term Of Agreement:	The term of the contract is 36 months.	
Effective Date:	October 1, 2018	
ISDN PRIMARY RATE SERVICE (PRS)		

Service Description:

ISDN Primary Rate Service (PRS) is a digital four-wire full duplex transmission path between ISDN-compatible Customer Premises Equipment (CPE) and an ISDN-equipped central office.

Description of Offer:

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

Unit Price:

Service: **ISDN Primary Rate**

Number of Arrangements: 22 Monthly Unit Price: \$400

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; CenturyLink Choice Business; CenturyLink Choice Business Plus; CenturyLink Choice Business Add-A-Line; and CenturyLink 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: Number of Arrangements:	CLVP Rate 193 lines or packages
Basic Business Service (Flat Rate w/ Hunting)	\$22.99
CenturyLink Choice Business	\$25.99
CenturyLink Business Plus	\$26.99
CenturyLink Choice Business Add A Line	\$23.99
CenturyLink Choice Business Prime	\$24.99

ISDN PRS and CLVP CONTRACT NSP # 901344 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 and CLVP CONTRACT NSP # 901344 CONTRACT SUMMARY

e.	Was there a Request for Proposal? Please describe.
	Answer:
	CenturyLink negotiated with this customer for ISDN PRI and CLVP 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.

THIS AMENDMENT NO. NINE (this "Amendment") by and between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Service ("CenturyLink") and ("Customer"), amends the CenturyLink Total Advantage Agreement (CenturyLink QCC and Affiliated CenturyLink companies Option Z, Content IDs: 575257, 573075, 513782, 952164, 1012064, 1030344, 1067764, 1088840, 1143805, as may have been previously amended (the "Agreement"). The name of the CenturyLink operating company providing Services to Customer is listed in the Agreement, each acting separately and individually responsible for all of its own obligations. 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 Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Amendment to CenturyLink on or before August 15, 2018 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Amendment is acceptable.

CUSTOMER:	CENTURYLINK SALES SOLUTIONS, INC.	
	Docusigned by: Trent Scoggins E4C5EF48321A40A	
Authorized Signature	Authorized Signature Trent Scoggins	
Name Typed or Printed	Name Typed or Printed Offer Management Director of Offer Management	
Title 9/27/18	Title 10/1/2018	
Date	Date	

CenturyLink and Customer wish to amend the Agreement as follows:

- New Initial Term. The parties agree to start a new Initial Term that begins on the Amendment Effective Date. Customer's existing Revenue Commitment and new Initial Term are \$75,000/month and 3 years (Code: 190753).
- Modifications. The Agreement is amended as follows:
- 2.1 Modifications to existing CenturyLink IQ SIP Service Exhibit:

Delete/Replace individual rates only with those set forth below. All other existing pricing/rates remain unchanged.

CenturyLink IQ SIP Trunk Initial Locations and Seat Quantities (Applicable to SIP Trunk Only).

SIP TRUNK – 36 MONTH INITIAL TERM		
Service Location	Service Details per Location	
	500 - SIP Trunk Standard Seats	
97209		

CenturyLink IQ SIP Trunk – Session and Seat Pricing for Initial Locations (Applicable to SIP Trunk Only). The following charges will apply for SIP Trunk Sessions and seats initially ordered and for SIP Trunk Sessions and seats added to the above locations during the Initial Term, and are based on the Initial Term length, and the total number of Sessions and seats across all locations. See also Voice Mail Only seat pricing on the SIP Trunk Rate Sheet.

SIP TRUNK SESSION PRICING – 36 MONTH INITIAL TERM				
Session Type	Session Quantity	Session MRC (per Session)	Extended Session MRC (Per Session MRC times Quantity)	Session NRC (per Session)
SIP Trunk Enterprise Session	200	\$11.00	\$2,200.00	\$0.00

SIP TRUNK SEAT PRICING – 36 MONTH INITIAL TERM				
Seat Type	Seat Quantity	Seat MRC (per Seat)	Extended Seat MRC (Per Seat MRC times Quantity)	Seat NRC (per Seat)
SIP Trunk Standard Seats	500	\$0.15	\$75.00	\$0.00

2.2 Modifications to existing Domestic IQ Networking Service Exhibit:

Amendment to

CENTURYLINK TOTAL ADVANTAGE AGREEMENT

SECOND CUSTOMER SIGNATURE:

± ∵l	CUSTOMER:
	the state of the s
•	Authorized Signature
į	Name Typed or Printed Se
	COO
	Title 9/28/2018
•	Date

Delete/Replace individual rates only with those set forth below. All other existing pricing/rates remain unchanged.

Flat Rate	Install NRC	Net Rate MRC
Private Port		
DS1	\$500.00	\$165.00
2 x DS1 (3 Mbps)	\$1,000.00	\$312.00

^{*}CenturyLink will waive the Install NRCs specified above so long as the Service ordered hereunder remains installed and used by Customer for the duration of the Service Term.

Tiered Fast Ethernet 100 Mbps Internet Port Other Access	Install NRC	Net Rate MRC
10 Mbps	\$1,500.00	\$225.00
20 Mbps	\$1,500.00	\$289.00
. 30 Mbps	\$1,500.00	\$362.00
50 Mbps	\$1,500.00	\$539.00
100 Mbps	\$1,500.00	\$675.00

^{*}CenturyLink will waive the Install NRCs specified above so long as the Service ordered hereunder remains installed and used by Customer for the duration of the Service Term.

Tiered Fast Ethernet 100 Mbps Private Port	Install NRC	Net Rate MRC
10 Mbps	\$1,500.00	\$235.00
20 Mbps	\$1,500.00	\$299.00
30 Mbps	\$1,500.00	\$372.00
50 Mbps	\$1,500.00	\$549.00
100 Mbps	\$1,500.00	\$700.00

^{*}CenturyLink will waive the Install NRCs specified above so long as the Service ordered hereunder remains installed and used by Customer for the duration of the Service Term.

Tiered Gigabit Ethernet 1000 Mbps Private Port	Install NRC	Net Rate MRC
200 Mbps	\$4,000.00	\$1,440.00
1000 Mbps	\$4,000.00	\$2,880.00

^{*}CenturyLink will waive the Install NRCs specified above so long as the Service ordered hereunder remains installed and used by Customer for the duration of the Service Term.

Tiered Gigabit Ethernet 1000 Mbps Internet Port Other Access	Install NRC	Net Rate MRC
100 Mbps	\$4,000.00	\$675.00
1000 Mbps	\$4,000.00	\$2,600.00

^{*}CenturyLink will waive the Install NRCs specified above so long as the Service ordered hereunder remains installed and used by Customer for the duration of the Service Term.

2.3 Modifications to the Domestic Voice Service Exhibit Pricing Attachment.

- Delete/Replace individual rates only with those set forth below. All other existing pricing/rates remain unchanged.
- (a) The following pricing table replaces the pricing table in Section 1 of the Pricing Attachment:

Domestic Interstate Outbound Long Distance	Per Minute Net Rate
Origination – Termination	
Dedicated - Switched	\$0.0120
Switched - Switched	\$0.0275

Domestic Interstate Toll Free	Per Minute Net Rate
Origination - Termination	
Switched - Dedicated	\$0.0120
Switched - Switched	\$0.0275

(b) The following pricing table replaces the pricing table in Section 2.1 of the Pricing Attachment.

Domestic Intrastate (including interLATA and intraLATA) Outbound Long Distance By State		Net Effective Rate after application of Service Credit* (for illustrative purposes only)
State	Origination – Termination	
OR	Dedicated - Switched	\$0.0150
OR	Switched - Switched	\$0.0275

Domestic Intrasta	te (including interLATA and intraLATA) Toll Free By State	Net Effective Rate after application of Service Credit* (for illustrative purposes only)
State	Origination – Termination	
OR	Switched - Dedicated	\$0.01500
OR	Switched - Switched	\$0.0275

2.4 Addition to Local Access. The following will be added to the pricing table in Section 2 of the Local Access Pricing Attachment of the Agreement:

NPA/NXX	Loop Tracking ID	Service Address	Type of Local Access	Minimum Service Term	Circuit Speed	Loca Access Rate N	Net	Insta	ill NRC
503885	180415377589	OR 97062	Special Access	36 Months	1.5 Mbps DS-1	\$	300	\$	540
360546	180415377590	, WA 98686	Special Access	36 Months	1.5 Mbps DS-1	\$	130	\$	-
503534	180415377591	OR 97035	Special Access	36 Months	1.5 Mbps DS-1	\$	130	\$	-
541242	180415377592	OR 97408	Special Access	36 Months	1.5 Mbps DS-1	\$	130	\$	75
503263	180415377593	OR 97013	Special Access	36 Months	3 Mbps 2xDS-1	\$ 1	,505	\$	832
503353	180415377594	OR 97015	ELA-Native SingleCoSLow	36 Months	50 Mbps Gigabit Ethernet	\$	522	\$	600
541461	180415377595	OR 97402	Special Access	36 Months	1.5 Mbps DS-1	\$	130	\$	75
503277	180415377596	OR 97225	Special Access	36 Months	1.5 Mbps DS-1	\$	150	\$	540
503439	180415377597	OR 97006	Special Access	36 Months	1.5 Mbps DS-1	\$	435	\$	540
541242	180415377598	, OR 97401	Special Access	36 Months	3 Mbps 2xDS-1	\$	250	\$	150
503249	180415377599	, OR 97227	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$	•
541265	180415377600	OR 97365	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$	-
503215	180415377601	OR 97214	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$	•

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509493	180415377602	, WA 98672	ELA-Native SingleCoSLow	36 Months	30 Mbps Gigabit Ethernet	\$	725	\$ -
503219	180415377603	OR 97209	ELA-Native SingleCoSLow	36 Months	50 Mbps Gigabit Ethernet	\$	552	\$ 600
360212	180415377604	WA 98684	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$ -
360212	180415377605	WA 98684	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$ •
503219	180415377606	OR 97210	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$ -
503249	180415377607	, OR 97212	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$ -
503219	180415377608	OR 97205	ELA-Native SingleCoSLow	36 Months	100 Mbps Fast Ethernet	\$	890	\$
503203	180415377609	OR 97225	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	480	\$ •
503219	180415377610	OR 97205	ELA-Native SingleCoSLow	36 Months	100 Mbps Fast Ethernet	\$	890	\$ -
503219	180415377611	, OR 97205	ELA-Native SingleCoSLow	36 Months	200 Mbps Gigabit Ethernet	\$	990	\$ -
541242	180415377612	OR 97401	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	357	\$ 600
503219	180415377613	, OR 97205	ELA-Native SingleCoSLow	36 Months	1000 Mbps Gigabit Ethernet	\$	1,550	\$ •
503219	180415377614	;, OR 97205	ELA-Native SingleCoSLow	36 Months	1000 Mbps Gigabit Ethernet	\$	1,559	\$ -
503264	180415377615	OR 97124	ELA-Native SingleCoSLow	36 Months	1000 Mbps Gigabit Ethernet	\$	1,550	\$ 125
503557	180415377616	OR 97068	ELA-Native SingleCoSLow	36 Months	20 Mbps Fast Ethernet	\$	554	\$ -
503434	180415377617	OR 97128	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	\$	323	\$
503557	180415377618	OR 97068	ELA-Native SingleCoSLow	36 Months	10 Mbps Fast Ethernet	s	505	\$ -
503219	180523834105	, OR 97205	ELA-Native SingleCoSLow	36 Months	100 Mbps Fast Ethernet	\$	890	\$ -

503219	180523834110	, OR 97205	ELA-Native SingleCoSLow	36 Months	1000 Mbps Gigabit Ethernet	S	1,500	\$ ***************************************
503533	DCI	, OR 97205	QPA - Wavelength Local Access	36 Months	1000 Mbps Gigabit Ethernet	\$	-	\$ -
503242	180523832627	OR 97205	QPA - Wavelength Local Access	36 Months	1000 Mbps Gigabit Ethernet	\$	800	\$ -

^{*} For any existing Local Access Service, the original Start of Service Date will be retained and the Minimum Service Term will not restart.

2.5 Modifications to existing Interstate Geomax Service Exhibit:

☑ <u>Delete/Replace individual rates only with those set forth below.</u> All other existing pricing/rates remain unchanged.

Customer Interface:

Port Type/Name	Port Speed	No. of Ports	Unprotected/ Protected	MRC/each	NRC/each
Gigabit Ethernet	1.25 Gbps	20	Protected	\$419.00	\$0.00
Gigabit Ethernet '	1.25 Gbps	50	Unprotected	\$340.00	\$0.00
OC3 Port	OC3 Port	16	Unprotected	\$150.00	\$0.00
LAN PHY Ethernet*	10 Gbps	1	Protected	\$2,277.00	\$0.00
LAN PHY Ethernet*	10 Gbps	1	Unprotected	\$1,890.00	\$0.00
LAN PHY Ethernet*	10 Gbps	1	Unprotected	\$1,890.00	\$0.00

^{*}CNDC 20180411MPAINE

Network Access Channel (NAC):

Quantity	CO Node Location	MRC/each	NRC/each
3	Central Office	\$225.00	\$0.00

Nodes (includes first shelf in each node):

Node Type	(Premise or CO)	Quantity	Location	MRC/each	NRC/each
CO Node	Central Office	1	, OR 97205	\$1,750.00	\$0.00
Premise Node	Customer Premesis	1	, OR 97232	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1	OR 97062	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1	OR 97209	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1	OR 97210	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1 .	, OR 971245	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1	, OR 97210	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1	OR 97209	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1	WA 98686	\$2,335.00	\$0.00
Premise Node	Customer Premesis	1	OR 97227	\$2,335.00	\$0.00

Interoffice Transport Mileage and Additional Wavelengths Transport Mileage, per airline mile, between contiguous central offices:

UIIICOS.			
Quantity	Wire Centers	MRC/each	NRC/each
42	Central Office	\$178.57	\$0.00

Amplification (if required):

Quantity	· Wire Centers	MRC/each	NRC/each
1	Central Office	\$1 ,885.00	\$0.00

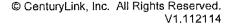
- 2.6 Modifications to existing Interstate Synchronous Service Transport Service Exhibit. The Pricing Attachment and the new Services(s) contained in the Pricing Attachment attached to this Amendment are added to the Agreement.
- 2.7 Modifications to existing ISDN PRS, DSS Advanced or UAS Service Exhibit. The Pricing Attachment and the new Services(s) contained in the Pricing Attachment attached to this Amendment are added to the Agreement.
- 2.8 Modifications to existing CenturyLink Line Volume Plan. The Pricing Attachment and the new Services(s) contained in the Pricing Attachment attached to this Amendment are added to the Agreement.
- 2.9 Modifications to existing DOMESTIC OPTICAL WAVELENGTH SERVICE. The Pricing Attachment and the new Services(s) contained in the Pricing Attachment attached to this Amendment are added to the Agreement.

Originating Prem	Terminating Prem	Capacity	Term	Net Rate MRC	Installation NRC	Notes
Marie		Metro				
OR 97205	OR 97205	1GbE	36 Months	\$645.00	\$0.00	

2.10 Unexpected Event.

- 2.10.1 CenturyLink and Customer acknowledge the possibility that an Unexpected Event (as defined below) may occur during the Term of this Agreement. For purposes of this Agreement, an "Unexpected Event" means an unforeseen event that results in a reduction of Customer's total Monthly Recurring Charges incurred by Customer under this Agreement. An Unexpected Event will be limited to the following event:
- (a) the introduction by CenturyLink of a new service that is based on substantially new technology that was unavailable as of the Effective Date and that materially improves Customer's current Services and/or applications by affording more efficient communication through an increase in the speed and/or capacity of such communication or Service and thereby decreased demand for Customer's existing Service.
- 2.10.2 Customer must promptly notify CenturyLink upon the occurrence of any Unexpected Event. Following the receipt of notice and confirmation by CenturyLink of the conditions giving rise to the application of this provision the parties will meet in order to develop another mutually agreeable solution, including, but not limited to, revised pricing, term length, or other terms based on Customer's revised, actual Monthly Recurring Charges, and in all cases, the solution will include without limitation, Customers payment of any charges incurred by CenturyLink from a third party provider as a result of the Unexpected Event. This provision does not constitute a waiver of any charges incurred by Customer prior to the time the parties mutually agree to amend or supersede this Agreement.
- 3. Billing Information. Any new pricing applicable to Customer's existing Services, if any, will become effective at CenturyLink QCC's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date ("Billing Change Date"). The new pricing is otherwise in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.
- 5. Effective Date. This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

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CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT PRICING ATTACHMENT



Contract ID insert the Sold number from AQCB Billing Number insert Billing Number

Service expires 36 months from the Service Acceptance Date ("Service Term").

Service Ordered. Customer orders and CenturyLink will supply Service as follows:

SST System Capacity Bandwidth OC3

Service Elements	Quan- tity	Location A (Address, City, State)	Location Z (Address, City, State)	Net MRC Per Service Element for Infor-mational Purposes	Net NRC Per Service Element for Informational Purposes
SST Remote Nodes	1	, OR 97205	, OR 97209	\$493.00	NA
SST Remote Nodes	1	, OR 97205	, OR 97209	\$493.00	NA
SST Remote Nodes	1	OR 97205	OR 97209	\$493.00	NA
SST Remote Nodes	1	, OR 97205	WA 98686	\$493.00	NA
SST Remote Nodes	1	97205	OR 97209	\$493.00	NA
SST Remote Nodes	1	, OR 97205	OR 97232	\$493.00	NA
SST Remote Nodes	1	, OR 97205	, OR 97232	\$493.00	NA

Month-to-Month Port Charges:

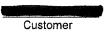
		Total Port Total MRC per		Total NRC per
Port Type	Port Speed	Quantity	Port Speed	Port Speed
Remote Port	DS1	60	\$540.00	\$0.00

V1.112114

CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT INDIVIDUAL CASE BASIS PRICING ATTACHMENT

FOR THE STATE OF OREGON

PRICING ATTACHMENT



Service Term: 36 Months

AQCB Contract Number:

Type of Service	USOC & MRC/line for 36 month Term	NRC
And the state of t		***************************************
PRS Voice/Data DS1	ZPG63 \$400	\$0.00

Service Location including City and State	Circuit ID or` BTN	Type of Service USOC	Higher Facility (Yes or No)	Qty.	Total MRC per location
, OR 97209		ZPG63	No	6	\$2,400
OR 97401	·	ZPG63	No	1	\$400
OR 97210		ZPG63	No	1	\$400
OR 97209	4 · 5	ZPG63	No	1	\$400
, OR 97209		ZPG63	No	4	\$1,600
OR 97209	1 -	: ZPG63	No	4	\$1,600
OR 97232		ZPG63	No	2	\$800
OR 97051		ZPG63	No	2	\$800
OR 97232		ZPG63	No	1	\$400
			Tota	al MRC:	\$8,800
raken sultana kanan k		D	Total Circuits: tted Disconnects:	22 2	veneranag

Mileage-related Components and Charges (If applicable):

Customer Address

Circuit ID or BTN

Customer Address

Circuit ID or BTN

(USOC)

Mileage
MRC/each
NRC/each**

Total Mileage MRCs and NRCs:

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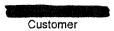
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^{**} NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT INDIVIDUAL CASE BASIS PRICING ATTACHMENT

FOR THE STATE OF WASHINGTON

PRICING ATTACHMENT



Service Term: 36 Months

AQCB Contract Number:

Type of Service	USOC & MRC/line for 36 month Term	NRC
	Mar -	
PRS Voice/Data DS1	ZPGY3 \$400	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service USOC	Higher Facility (Yes or No)	Qty.	Total MRC per location
, WA 98686		ZPGY3		3	\$1,200
WA 98664		ZPGY3		1	\$400
	\$ \$1.50 Property of the control of t		Tota	al MRC:	\$1,600
The state of the s			Total Circuits:	4	
Assistantia (1800), Acc. (P. Dele Mariero e Americania (1800), Mariero (1800),		Permit	ted Disconnects:	1	

Mileage-related Components and Charges (If applicable):

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

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

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1. Scope; Definitions. ("Customer") hereby acknowledges they are ordering the Line Volume Plan ("CLVP") provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink"). CLVP provides discounted rates on Discount Eligible Services based on Customer's purchase of 10 to 3,000 Contributory Access Lines, as more fully described herein. CenturyLink provides CLVP in accordance with the applicable CenturyLink tariff, price list, price schedule, administrative guideline, catalog, or other rate and term schedules ("Tariff"), which is incorporated into this Acknowledgment by reference and made a part of this Acknowledgment. The Contributory Access Lines and Discount Eligible Services (collectively the "Service") described herein are provided in accordance with, and governed by the Tariff applicable to the Service. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or fulfillment of any necessary regulatory requirements. This offer may not be provided in conjunction with any other local voice volume discount plan.

"the 14 States" are 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 Acknowledgment. Contributory Access Lines are (a) CenturyLink Flat Business Lines with or without CenturyLink Packages, Centrex 21 and Utility Line in CenturyLink's local service territories in the 14 States; and (b) at Customer's request, eligible lines provided by another CenturyLink affiliate incumbent local exchange carrier ("ILEC"). The terms and conditions for lines provided by any other CenturyLink affiliate ILEC are provided under a separate agreement. The Contributory Access Lines will be determined conclusively by CenturyLink records.

"Discount Effective Date" means the effective bill date of the first service order to add CLVP 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 service territories 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 Acknowledgment will expire three years from the Discount Effective Date ("Term"). If CenturyLink continues to provide Service after the Term without a further agreement, the CLVP 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 222 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 Acknowledgment; (b) commence on the Discount Effective Date; (c) not be applied to more than 3000 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 CLVP to the additional 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 Acknowledgment. The Contributory Access Lines and any Change, will be determined conclusively by CenturyLink records.
- 5. Minimum Line Requirement, Annual Audit, Shortfall Charge. Based on the Line Tier, Customer must maintain 50 Contributory Access Lines ("Minimum Line Requirement") during the Term of this Acknowledgment. At the end of each twelve-month 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 \$60 ("Shortfall Charge"). If Customer is charged a Shortfall Charge, CenturyLink may subsequently conduct quarterly audits and apply Shortfall Charges until Customer meets the Minimum Line Requirement. 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.

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- 6. Termination. Customer understands that, if prior to the conclusion of the Term, Customer terminates this Acknowledgment 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"). If a Termination Charge applies, such charge will be waived if at the same time this Acknowledgment 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 Acknowledgment. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.
- 7. Governing Law; Dispute Resolution.
- 7.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Acknowledgment, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Acknowledgment 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.
- 7.2 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 Acknowledgment 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 Acknowledgment 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.
- 7.3 Limitations Period. Any claim relating to this Acknowledgment must be brought within two years after the claim arises.
- 8. 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 Acknowledgment or in an amendment to this Acknowledgment.
- 9. 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).
- 10. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Acknowledgment; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Acknowledgment) 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: (i) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (ii) 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 Acknowledgment 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 Acknowledgment.
- 11. 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.
- 12. 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.:

 <u>BusinessDisconnects@centurylink.com</u> 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

Page 11

provide disconnect, termination and non-renewal notices in accordance with the terms of this Acknowledgment 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 Acknowledgment 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 Acknowledgment or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- 13. General. Customer may not assign this Acknowledgment or any of its 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 telecommunications carrier under any circumstances. If a conflict exists among provisions within this Acknowledgment, the following order of precedence will apply in descending order of control: Tariff, this Acknowledgment, and CenturyLink records.

This Acknowledgment constitutes the entire understanding between the parties and supersedes all prior oral or written agreements or understandings relating to this subject matter. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

	Qwest Corporation d/b/a CenturyLink QC				
	Trent Scoggins				
Authorized Signature	Authorized Signature 48321A40A Trent Scoggins				
Name Typed or Printed	Name Typed or Printed				
SUPICEO	Manager - Offer Management				
Title	Title				
9/27/18	10/1/2018				
Date	Date				
Address for Notices: Or 97209					

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Amendment to

CENTURYLINK TOTAL ADVANTAGE AGREEMENT

CENTURYLINK LINE VOLUME PLAN

ACKNOWLEDGEMENT FORM ("Acknowledgement")

SECOND CUSTOMER SIGNATURE:

CUSTOMER:
,
Authorized Signature
Name Typed or Printed
Title 9/28/298
Date

EXHIBIT 1

MONTHLY RATES FOR DISCOUNT ELIGIBLE SERVICES

Customer:		
•	Access Lines = 222	
Line Tier = 50	0-499	

Line Tier = 50-499

Minimum Line Requirement = 50

DISCOUNT ELIGIBLE SERVICES AND (USOCS)

"1FB" = Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)

Hunting on 1FBs will be discounted 95% in Wyoming and provided at no additional charge in the remaining 14 States.

"CCB" = CenturyLink Choice™ Business (PGOQL only)

"CCB Plus" = CenturyLink Choice™ Business Plus (PGOQM only)

"CCB AAL" = CenturyLink Choice™ Business Add-A-Line (PGOQN)

"CCB Prime" = CenturyLink ChoiceTM Business Prime (PGOQT)

•	5+ · ·				
Monthly Rates					
	1FB	CCB	, CCB Plus	CCB AAL	CCB Prime
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Colorado	100 gar gar ear yes all 100 and 400 400 400 400 400 100 100	may reply reply our new lone gots that the collection of the same	~~~~	Arr 40 40 MARS 60 St. 101 JK MI 40 MI 101	**********
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Minnesota	W 10 10 10 10 10 10 10 10 10 10 10 10 10	the major rate upon over that the last half and other	40-40-40-40-40-40-40-40-40-40-40-40-40-4	460 Mg	
Montana		that the property of any the off the way of the			
Nebraska			***	40-40-00-00-00-00-00-00-00-00-00-00-00-0	
New Mexico		did the other rate, then that they also also also also.			
North Dakota	*********			****	
Oregon	\$22.99 3 yr 50-499	\$25.99 3 yr 50-499	\$26.99 4 yr 50-499	\$23.99 3 yr 50-499	\$24.99 3 yr 50-499
South Dakota	40- 40-40- per ser serious ser des 40-40-40-40-	and who who who was not represent the same after	\$6° \$5° \$10° \$10° \$10° \$10° \$10° \$10° \$10° \$10		
Utah		are the set the fig. Fig. aft, where now the real		40° CC 405.00° TO 10° TO 10° TO 10° TO 10° TO 10°	may have the man days with mall the resolving the mark man
Washington	\$22.99 3 yr 50-499	\$25.99 3 yr 50-499	\$26.99 3 yr 50-499	\$23.99 3 yr 50-499	\$24.99 3 yr 50-499
Wyoming		***************************************		and 400 400 and 300 AP AP AP AND 100 TO AP	خود حيث ميشا هنوا ميد نيد الدور الدو

EXHIBIT 2

Contributory	Access Lines and (USOCs)	
Discount Eligible *Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)	Not Discount Eligible Flat Business Lines (AF4, BHS, 7FB) Utility Line (AWL) Centrex 21 (RXB, EPB, R4X, XRW, XRS, RSX, R4V, R6X) Participating lines provided by any other CenturyLink company	/ ILEC
Flat Business Lines with the following CenturyLink Choin 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	ce TM packages will only receive the package discount as shown or	1

Customer certifies that the 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.

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5032212488	1FL	28	D10312

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ADDENDUM TO THE CENTURYLINK AGREEMENT FOR ISDN PRI ("Service")

This is an addendum ("Addendum") to the agreement between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and ("Customer") under which Customer is purchasing CenturyLink's Service noted above (the "Agreement"). Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Agreement.

The purpose of this Addendum is to obtain agreement from CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink QCC"), that it will provide a credit under Customer's CenturyLink QCC account for the full or partial amount of the early termination charges resulting from the migration of CenturyLink's Service noted above, to a CenturyLink QCC IP-based service. To qualify for this credit, Customer must (a) sign a new agreement with CenturyLink QCC (or an amendment to an existing CenturyLink QCC agreement) for the new IP-based service, provided Customer does not already have such service under their CenturyLink QCC agreement; (b) submit an order for the new IP-based service with a sufficient term commitment for CenturyLink QCC to recover the credit; and (c) request the credit within 30 days of the termination of the Service.

Centu	ryLink Ըրդություcations, LLC
	Trent Scoggins
Author	red Signatura.40A
	Trent Scoggins
Name	Typed or Printed
	Manager - Offer Management
Title	
	10/1/2018
Date	