

March 5, 2025

Advice No. C01-2025

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 five Special Contracts for ISDN Primary Rate Service (PRS) with 12-month terms. 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. Copies of each of the contracts are included in this electronic filing. Confidential information has been removed.

Due to the competitive nature of these Special Contracts, complete and confidential copies of these contracts will be filed separately as Attachments B and C. These attachments contain 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.

As provided by the provisions of ORS 759.250(6), CenturyLink requests this information not be publicly disclosed.

Please direct any questions or concerns regarding this filing to me.

Sincerely,

Attachments

ec: Peter Gose

Robin Crichton

ISDN PRS CONTRACT SUMMARY

Type Of Agreement: See Below

Term Of Agreement: 12 Months

Effective Date: See Below

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:

Contract	Type of	Term of Effective		Number of	Monthly Unit
NSP	Agreement	Agreement	Date	Arrangements	Price
3014250	New	12 months	02/21/2022	1	\$615.00
3070352	New	12 months	09/27/2022	1	\$472.00
3121204	New	12 months	08/04/2023	5	\$450.00
3102054	New	12 months	02/27/2023	7	\$481.00
3244377	Renew	12 months	08/23/2024	8	\$332.50

ISDN PRS 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.

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.

This CenturyLink® Total Advantage® Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on be	half
of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and	
("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed	
the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreem	ent
to CenturyLink on or before April 9, 2023 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement	t is
acceptable.	
4. Comings. Control into provides Comings under the towns of this Control into Tatal Advantage Consess. Assessed and Community	

1. Services. CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: http://www.centurylink.com/legal/DTC/v85.pdf, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, 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 f/k/a Qwest Communications Company, LLC.

The following Services are incorporated into the Agreement:	

ISDN PRS, DSS

The following additional terms and conditions apply to ISDN PRS, DSS Service, and are incorporated herein by reference: the General Terms Applicable to All Services and ISDN PRS, DSS sections in the DT&C.

See Exhibit 1 for ISDN PRS pricing Details

2. Rates

- **2.1 Rate Changes.** Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.
- **2.2 Additional Charges.** Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.
- 3. Term and Termination.
- **3.1 Term.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.
- **3.2 Termination**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.
- **4.** Amendments. At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

representati	ives.	 	

Op ID #: 58765609 PRIZone Contract Code: 490001

CENTURYLINK" TOTAL ADVANTAGE" E	XPRESS - AGREEMENT - Summary Page
CENTURYLINK SALES SOLUTIONS, INC.	
'n	
Douglas Brown (Feb 28, 2023 08:45 MST)	
Authorized Signature	
z sugue z re vn	
Name Typed or Printed	
Name Typed of Filmed	
Sr Manager Customer Success	
Title	
Eah 20, 2022	2/27/2023
Feb 28, 2023	2/21/2023
Date	Date

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	_	
#: 58765609 PRIZone act Code: 490001	Page 2 of 3	© CenturyLink. All Rights Reserved. CGT R.v85.110118

TERMS AND CONDITIONS

- 1. Additional Terms and Conditions. Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.
- 2. Payment. Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. 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.

3. Notices.

- (a) All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (b) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, 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, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (c) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- 4. 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.
- 5. 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.
- 6. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.
- (a) 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.
- (b) Claims Related to Services. For Customer's daims 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 apply.
- (c) 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.
- (d) 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.
- 7. Entire Agreement. This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.
- **8. Purchase Orders.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 9. Uniform Resource Locators (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.

Op ID #: 58765609 PRIZone Contract Code: 490001

Exhibit 1

ISDN PRS ICB PRICING OFFER FOR THE STATE OF OR

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	Qty.	Total MRC Per Location
		ZPG61	12mo	1	\$481
		ZPG61	12mo	1	\$481
		ZPG61	12mo	2	\$962
		ZPG61	12mo	1	\$481
		ZPG61	12mo	1	\$481
		ZPG61	12mo	1	\$481

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

This ISDN PRS is provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") and is subject to the CenturyLink Total AdvantageTM 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	Qty.	Total MRC Per Location
		ZPGY1	12mo	1	\$481
		ZPG61	12mo	1	\$481
		ZPG61	12mo	1	\$481

This CenturyLink® Total Advantage® Express Agreement is between **CenturyLink Sales Solutions, Inc.** as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **August 31, 2023** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

1. Services. CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: http://www.centurylink.com/legal/DTC/v85.pdf, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, 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 f/k/a Qwest Communications Company, LLC.

The following Services are incorporated into the Agreement:							
ISDN PRS, DSS							
The following additional terms and conditions apply to ISDN PRS, DSS Service, and are incorporated herein by reference: the Genera Terms Applicable to All Services and ISDN PRS, DSS sections in the DT&C.							
See Exhibit 1 for ISDN PRS pricing Details							

2. Rates

- **2.1 Rate Changes.** Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.
- **2.2 Additional Charges.** Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.
- 3. Term and Termination.
- **3.1 Term.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.
- **3.2 Termination**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.
- **4. Amendments.** At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

Op ID #: 59015463 PRIZone Contract Code: 490001

CENTURYLINK SALES SOLUTIONS, INC. Paul Goston (Jk (Seo 18, 20% 17:39 CDT) Authorized Signature Paul Gostonczik Name Typed or Printed Manager - Customer Success Title Sep 18, 2023 Date Date

TERMS AND CONDITIONS

- 1. Additional Terms and Conditions. Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.
- 2. Payment. Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. 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.

3 Notices

- (a) All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (b) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, 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, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (c) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- **4. 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.
- 5. 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.
- 6. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.
- (a) 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.
- (b) Claims Related to Services. For Customer's daims 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 apply.
- (c) 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.
- (d) 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.
- 7. Entire Agreement. This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.
- **8. Purchase Orders.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 9. Uniform Resource Locators (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.

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



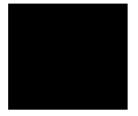
This ISDN PRS is provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") and is subject to the CenturyLink Total Advantage™ Express Agreement between Customer and CenturyLink.

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	Qty.	Total MRC Per Location
		ZPG61	12mo	4	\$1800
		ZPG61	12mo	1	\$450



PRI 12 Month renewal

Final Audit Report 2023-08-04

Created: 2023-07-18

By: Missy McKesson (missy mckesson@lumen.com)

Status: Signed

Transaction ID: CBJCHBCAABAAKD1WCPu-ibMka57Jqg9LGUDKS7IIf9eB

"PRI 12 Month renewal" History

Document created by Missy McKesson (missy.mckesson@lumen.com) 2023-07-18 - 3:17:10 PM GMT- IP address: 155,70,104,118

Document emailed to for signature 2023-07-18 - 3:17:58 PM GMT

Email viewed by 2023-08-04 - 10:03:43 PM GMT- IP address:

Document e-signed by
Signature Date: 2023-08-04 - 10:04:53 PM GMT - Time Source: server- IP address:

Agreement completed. 2023-08-04 - 10:04:53 PM GMT



THIS AMENDMENT (this "Amendment") is between **CenturyLink Communications**, **LLC** f/k/a **Qwest Communications Company**, **LLC** ("CenturyLink") and ("Customer"). It amends the applicable CenturyLink Total Advantage Agreement, as determined by CenturyLink records and as may have been previously amended (the "Agreement"). 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 September 5, 2024 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Amendment is acceptable.

CENTURYLINK COMMUNICATIONS, LLC	
Each Blakeley Authorized Signature 308496	
Zach Blakeley	
Name Typed or Printed	
Manager, Offer Management	
Title	1100
Aug 26, 2024	Aug 23, 2024
Date	Date

FOR INTERNAL CENTURYLINK REFERENCE	
Contract ID(s) of Agreement being amended: 1081978	

- Modifications to existing ISDN,PRS, DSS, OR UAS Service Exhibit. The following pricing tables are added to the Pricing Attachment to the ISDN,PRS, DSS, OR UAS Service Exhibit:
 - (a) Renewal of existing services at the rates and/or locations set forth below.

Service expires 12 months from the Service Acceptance Date ("Service Term").*

COLORADO								
TYPE OF SERVICE	USOC &MRC/LINE FOR 12 MONTH TERM	NRC						
PRS Voice/Data DS1	ZPG61 \$332.50	\$0.00						
PRS Voice/Data DS1	ZPGY1 \$332.50	\$0.00						
STATE	SERIVCE LOCATION INCL	UDING CITY AND S	TATE	TYPE OF SERKVICE	HIGHER FACILITY	QTY	TOTAL MRC PER LOCATION	NRC
COLORADO				PRS Voice/Data DS1	NO	4	\$1,330.00	0
IOWA								
TYPE OF SERVICE	USOC &MRC/LINE FOR 12 MONTH TERM	NRC						
PRS Voice/Data DS1	ZPG61 \$332.50	\$0.00						
PRS Voice/Data DS1	ZPTMX \$23.75	\$0.00						
PRS Voice/Data DS1	ZPGW1 \$332.50	\$0.00						
STATE	SERIVCE LOCATION INCL	UDING CITY AND S	TATE	TYPE OF SERKVICE	HIGHER FACILITY	QTY	TOTAL MRC PER LOCATION	NRC
IOWA				PRS Voice/Data DS1	NO	1	\$350.00	0

				PRS Voice/Data DS1	NO	5	\$1,662.50	0
				PRS Voice/Data	NO	2	\$665.00	0
				PRS Voice/Data	NO	1	\$350.00	0
				PRS Voice/Data	NO	1	\$350.00	0
				PRS Voice/Data	NO	1	\$350.00	0
				PRS Voice/Data	NO	4	\$1,330.00	0
				PRS Voice/Data	NO	2	\$665.00	0
				PRS Voice/Data	NO	1	\$332.50	0
				PRS Voice/Data	NO	2	\$665.00	0
				PRS Voice/Data	NO	1	\$332.50	0
				PRS Voice/Duta	NO	1	23.75	0
USOC &MRC/LINE FOR 12 MONTH TERM	NRC							
ZPG61 \$332.50	\$0.00							
SERIVCE LOCATION INCL	UDING CITY AND S	STATE		TYPE OF SERKVICE	HIGHER FACILITY	QTY	TOTAL MRC PER LOCATION	NRC
				PRS Voice/Data DS1	NO	2	\$665.00	0
12 MONTH TERM	NRC							
ZPG61 \$332.50	\$0.00							
	\$0.00	2000 A PARAT		Mark Colors	*****	450000	MINISTER A P. T. AND TO	\$195.00
SERIVCE LOCATION INCL	ODING CITY AND S	STATE		SERKVICE	FACILITY		PER LOCATION	NRC
				Voice/Data DS1				0
				PRS Voice/Data DS1	NO	1	\$332.50	0
				PRS Voice/Data DS1	NO	1	\$332.50	0
				PRS Voice/Data DS1	NO	1	\$332.50	0
				PRS Voice/Data DS1	NO	5	\$2,755.00	0
	12 MONTH TERM ZPG61 \$332.50 SERIVCE LOCATION INCL USOC &MRC/LINE FOR 12 MONTH TERM ZPG61 \$332.50 ZPGU1 \$551.00	12 MONTH TERM	12 MONTH TERM ZPG61 \$332.50 \$0.00 SERIVCE LOCATION INCLUDING CITY AND STATE USOC &MRC/LINE FOR 12 MONTH TERM ZPG61 \$332.50 \$0.00	12 MONTH TERM ZPG61 \$332.50 \$0.00 SERIVCE LOCATION INCLUDING CITY AND STATE USOC &MRC/LINE FOR 12 MONTH TERM ZPG61 \$332.50 \$0.00 ZPGU1 \$551.00 \$0.00	Voice Data DS1 PRS	Voice/Data DSI	Voice/Data DSI	Voice Data DS1 PRS

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NAMES				DD C	3100		6333.60	
NORTH DAKOTA				PRS Voice/Data DS1	NO	1	\$332.50	0
NEBRASKA								
TYPE OF	USOC &MRC/LINE FOR	NRC						
SERVICE	12 MONTH TERM							
PRS Voice/Data DS1	ZPG61 \$332.50	\$0.00						
PRS Voice/Data DS1	ZPGY1 \$332.50	\$0.00						
STATE	SERIVCE LOCATION INCL	UDING CITY AND S	TATE	TYPE OF SERKVICE	HIGHER FACILITY	QTY	TOTAL MRC PER LOCATION	NRC
NEBRASKA				PRS Voice/Data	NO	2	\$665.00	0
NEBRASKA				PRS Voice/Data	NO	9	\$2,992.50	0
NEBRASKA				DS1 PRS Voice/Data	NO	2	\$665.00	0
NEBRASKA				DS1 PRS Voice/Data DS1	NO	1	\$332.50	0
NEBRASKA				PRS Voice/Data DS1	NO	2	\$665.00	0
NEBRASKA				PRS Voice/Data DS1	NO	28	\$9,320.00	0
NEW MEXICO								
TYPE OF SERVICE	USOC &MRC/LINE FOR 12 MONTH TERM	NRC						
PRS Voice/Data DS1	ZPG61 \$332.50	\$0.00						
STATE	SERIVCE LOCATION INCL	UDING CITY AND S	TATE	TYPE OF SERKVICE	HIGHER FACILITY	QTY	TOTAL MRC PER LOCATION	NRC
NEW MEXICO				PRS Voice/Data DS1	NO	1	\$332.50	0
OREGON								0
TYPE OF SERVICE	USOC &MRC/LINE FOR 12 MONTH TERM	NRC						
PRS Voice/Data DS1	ZPG61 \$332.50	\$0.00						
STATE	SERIVCE LOCATION INCL	UDING CITY AND S	STATE	TYPE OF SERKVICE	HIGHER FACILITY	QTY	TOTAL MRC PER LOCATION	NRC
				PRS	NO	2	\$665.00	0
OREGON				Voice/Data DS1	100			
OREGON				Voice/Data	NO	1	\$332.50	0
OREGON				Voice/Data DS1 PRS Voice/Data			\$332.50 \$1,662.50	0
OREGON OREGON WASHINGTON				Voice/Duta DS1 PRS Voice/Duta DS1 PRS Voice/Duta	NO	1		
OREGON	USOC &MRC/LINE FOR 12 MONTH TERM	NRC		Voice/Duta DS1 PRS Voice/Duta DS1 PRS Voice/Duta	NO	1		
OREGON OREGON WASHINGTON TYPE OF		NRC \$0.00		Voice/Duta DS1 PRS Voice/Duta DS1 PRS Voice/Duta	NO	1		

STATE	SERIVCE LOCATION INCLUDING CITY AND STATE	TYPE OF	HIGHER	QTY	TOTAL MRC	NRC
STATE	SERVEE LOCATION ENCLUDENG CITT AND STATE	SERKVICE	FACILITY	Ų.i	PER LOCATION	MC
WASHINGTON		PRS	NO	1	\$332.50	0
		Voice/Data DS1				
WASHINGTON		PRS	NO	1	\$332.50	0
		Voice/Data				
THE A CONTRACTOR CORP.		DS1	210		6222.60	
WASHINGTON		PRS Voice/Data	NO	1	\$332.50	0
		DSI				
WASHINGTON		PRS	NO	2	\$665.00	0
		Voice/Data DS1				
WASHINGTON		PRS	NO	2	\$665.00	0
		Voice/Data				
		DS1				_
WASHINGTON		PRS Voice/Data	NO	1	\$332.50	0
		DS1				
WASHINGTON		PRS	NO	1	\$332.50	0
		Voice/Data				
WASHINGTON		DS1 PRS	NO	1	\$332.50	0
		Voice/Data		-		
		DS1	***			_
WASHINGTON		PRS Voice/Data	NO	1	\$332.50	0
		DS1				
WASHINGTON		PRS	NO	3	\$997.50	0
		Voice/Data				
WASHINGTON		DS1 PRS	NO	2	\$665.00	0
WASHINGTON		Voice/Data		1	3003.00	0
		DS1				
WASHINGTON		PRS	NO	1	\$332.50	0
		Voice/Data DS1				
WASHINGTON		PRS	NO	2	\$665.00	0
		Voice/Data				
WASHINGTON		DS1 PRS	NO	1	\$332.50	0
WASHINGTON		Voice/Data	NO	1	3332.30	U
		DSI				
WASHINGTON		PRS	NO	2	\$665.00	0
		Voice/Data DS1				
WASHINGTON		PRS	NO	8	\$2,660.00	0
		Voice/Data				
WASHINGTON		DS1 PRS	NO	2	\$665.00	0
		Voice/Data				_
		DSI				_
WASHINGTON		PRS Voice/Data	NO	4	\$1,330.00	0
		DS1				
WASHINGTON		PRS	NO	1	\$332.50	0
		Voice/Data				
WASHINGTON		DS1 PRS	NO	1	\$332.50	0
		Voice/Data		-		
		DS1		_		_
WASHINGTON		PRS Voice/Data	NO	5	\$1,662.50	0
		DS1				
WASHINGTON		PRS	NO	1	\$332.50	0
		Voice/Data				
WASHINGTON		DS1 PRS	NO	1	\$332.50	0
***************************************		Voice/Data	110	Ι.	900200	
		DS1				

						-
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data	NO	2	\$665.00	0
WASHINGTON		DS1 PRS Voice/Data	NO	1	\$332.50	0
WASHINGTON		DS1 PRS Voice/Data	NO	3	\$997.50	0
WASHINGTON		DS1 PRS	NO	2	\$665.00	0
WASHINGTON		Voice/Duta DS1 PRS	NO	1	\$332.50	0
		Voice/Data DS1				
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Duta DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	2	\$665.00	0
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	2	\$665.00	0
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	3	\$997.50	0
WASHINGTON		PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Duta DS1	NO	1	\$332.50	0
WASHINGTON		PRS Voice/Data DS1	NO	3	\$997.50	0
WASHINGTON		PRS Voice/Data	NO	1	\$332.50	0
WASHINGTON		DS1 PRS Voice/Data	NO	4	\$1.660.00	0
WASHINGTON		DS1 PRS Voice/Data	NO	5	\$1,662.50	0
		DS1				

WASHINGTON	PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON	PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON	PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON	PRS Voice/Data DS1	NO	1	\$332.50	0
WASHINGTON	PRS Voice/Data DS1	NO	3	\$997.50	0
WASHINGTON	PRS Voice/Data DS1	NO	5	\$1,662.60	0
WASHINGTON	PRS Voice/Data DS1	NO	1	\$332.50	0

Changes to Terms and Conditions.

The following is added to the Terms and Conditions for the Renewal Services:

Technology Migration. Unless otherwise set forth in a Service Attachment, if Customer desires to migrate renewal Services identified in the tables above into a new Lumen Service(s) that Customer and Lumen agree would meet Customer's needs more efficiently than Customer's existing Service(s), Lumen will, upon Customer's request, amend (if necessary) the Agreement to include such new Service(s). If Customer orders the new Service(s), Lumen will migrate the existing Service(s) and, if early termination charges apply and are assessed to the existing Service, provide a credit equal to such early termination liability and apply such credit to the new Services.

Miscellaneous.

3.1 This Amendment will be effective on the date the last party signs (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.

Exhibit 1

ISDN PRS ICB PRICING OFFER FOR THE STATE OF OR

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

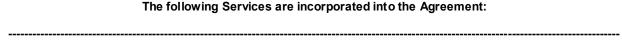
CenturyLink may be required to submit the pricing herein to certain regulatory agencies for approval because the rates are being offered on an individual case basis ("ICB Rates"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Rates will not become 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 on	ly):	

Service Location Including City and State	Circuit ID/BTN	usoc	Term	Qty.	Total MRC Per Location
	101A T1ZF EUGNORFAHAA EUGNOR53DC1	ZPG61	12mo	1	\$615

This CenturyLink® Total Advantage® Express Agreement is between **CenturyLink Sales Solutions**, **Inc.** as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **April 7**, **2022** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

1. Services. CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: http://www.centurylink.com/legal/DTC/v85.pdf, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, 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 f/k/a Qwest Communications Company, LLC.



ISDN PRS, DSS

The following additional terms and conditions apply to ISDN PRS, DSS Service, and are incorporated herein by reference: the General Terms Applicable to All Services and ISDN PRS, DSS sections in the DT&C.

See Exhibit 1 for ISDN PRS pricing Details

The following pricing is available for Customer's switched intrastate and interstate long distance and toll free. By accepting the following pricing, Customer agrees to the additional terms located at: http://www.centurylink.com/legal/rmgctae/ldtfforisdnprs/v1.pdf.

Maximum MOU Per Month	MRC Charge	Overage MOU Rate	Offer Code
one circuit with 5,000 minutes of CenturyLink switched intrastate and interstate long distance and toll free per month waived	\$0	\$.03 per minute	LD5000BKT13

2. Rates

- **2.1 Rate Changes.** Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.
- **2.2 Additional Charges.** Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.
- 3. Term and Termination.
- **3.1 Term.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.
- **3.2 Termination**. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.
- **4. Amendments.** At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

Op ID #: 58285231 PRIZone Contract Code: 490001

CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page CENTURYLINK SALES SOLUTIONS, INC. Christie Murry Name Typed or Printed Manager, Customer Success Title 2/22/2022 2/21/2022

Date

Op ID #: 58285231 PRIZone Contract Code: 490001

Date

TERMS AND CONDITIONS

- 1. Additional Terms and Conditions. Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.
- 2. Payment. Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. 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.

3 Notices

- (a) All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (b) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, 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, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (c) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- **4. 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.
- **5. 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.
- 6. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.
- (a) 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.
- (b) Claims Related to Services. For Customer's daims 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 apply.
- (c) 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.
- (d) 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.
- 7. Entire Agreement. This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.
- **8. Purchase Orders.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 9. Uniform Resource Locators (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.

This Bulk Rated Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and ("Customer") and is effective on the date CenturyLink signs it ("Effective Date"). CenturyLink will provide, and Customer will purchase Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), Digital Switched Service with Advanced trunks ("DSS Advanced") or Uniform Access Solution Service ("UAS") (individually and collectively referred to as "Service") under this Agreement.

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs. Service is subject to technical publication 77400 located at http://www.centurylink.com/techpub/ ("Tech Pub").

1. Scope.

- **1.1 ISDN PRS.** If Customer purchases ISDN PRS, CenturyLink will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.
- **1.2 ISDN PRS-UAS.** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.
- **1.3 DSS Advanced.** If Customer purchases DSS Advanced, CenturyLink will provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with CenturyLink's local exchange switching office and advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.
- **1.4 UAS.** If Customer purchases UAS, CenturyLink will provide Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.
- **1.5 Use of Service.** Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If CenturyLink determines that ISDN PRS or any optional feature is being used inappropriately, CenturyLink may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

2. Term.

- 2.1 This Agreement will expire 12 months from the date Service is available to Customer under this Agreement, as evidenced by CenturyLink records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.
- 2.2 Should CenturyLink continue to provide Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.
- 3. Service Provided. CenturyLink will provide and maintain Service at the locations and in the quantities specified in the Pricing Attachment(s), incorporated herein by this reference, and as requested on any subsequent order for Service or amendment to this Agreement.
- 4 Order Acceptance and Cancellation. CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

5. Charges and Billing.

5.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Pricing Attachment(s). For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC will not change during the Term of this Agreement. Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due will be subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are

assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

- 5.2 Charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of Customer's purchase of any customer premises equipment or enhanced services from CenturyLink.
- **5.3** If Service is not available in Customer's wire center, standard interoffice private line mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply in addition to the rates and charges for Service.

6. Customer Responsibilities for 911 Call Routing.

- **6.1** If Customer purchases ISDN PRS or DSS Advanced under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.
- **6.2** Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.
- **6.3** Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX, ISDN PRS or DSS Advanced signaling parameters set by Customer.

7. Service Changes.

- **7.1 Moves.** Customer may move the physical location of all or part of Service to another location within a CenturyLink serving area, provided the following conditions are met; (a) Service moved to the new location is provided to Customer by CenturyLink; (b) Customer advises CenturyLink that Service at the new location replaces the existing Service; (c) Customer's request for disconnection of the existing Service and installation of Service at the new location are received by CenturyLink on the same date; (d) Customer requests that CenturyLink install Service at the new location on or prior to the disconnection date of the existing Service; and (e) Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.
- **7.2** Additions to Service. Service may be added up to 12 months prior to the expiration date of this Agreement at the rates specified herein. CenturyLink will supply such additions to Customer, subject to the following conditions: (a) the necessary facilities are available, as determined by CenturyLink, to provide Service; and (b) a new Minimum Service Period is established for each new addition to Service. If Service being added is not itemized in a Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.
- **7.3** Additions During Last 12 Months of Term. Service ordered during the last 12 months of the Term must be added (a) pursuant to a new agreement that may include the existing Service; or (b) on a month-to-month basis at the rates in effect in the Tariff.

8. Termination.

- **8.1** Either party may terminate Service under this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date.
- **8.2** If, prior to the conclusion of the Term, this Agreement, or any portion of Service, is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Term after the Minimum Service Period ("Termination Charge").
- 8.3 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other CenturyLink provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of disconnection of Service, unless such installation delay is caused by CenturyLink; and (e) a new minimum service period goes into effect, if applicable, when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.
- **9. Confidentiality.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably

understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

- **10. 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.
- 11. Out-of-Service Credit. If CenturyLink causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after CenturyLink receives notice of it, CenturyLink will give Customer credit calculated by dividing the monthly rate for the affected Service by 30 days; and then multiplying that daily rate by the number of days that Service was interrupted.
- **12. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- **13. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.
- 13.1 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.
- **13.2** Claims Related to Service. For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.
- **13.3. Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

14. Miscellaneous.

- **14.1 General.** This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via the Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.
- **14.2 Conflicts Provision.** If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.
- **14.3 Independent Contractor.** CenturyLink provides the Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- **14.4 ARRA.** Customer will not pay for the Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.
- **14.5 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).
- 14.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval

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

14.7. Governing Law; Dispute Resolution.

- (a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.
- (b) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.
- (c) Limitations Period. Any claim relating to this Agreement must be brought within two years after the claim arises.
- **13.8 No Resale; Compliance.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.
- **14.9 Amendments; Changes.** This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.
- **14.10 Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- **(b)** Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

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

	Qwest Corporation d/b/a CenturyLink QC
	Zach Blakeley Zach Blakeley (Sep 27, 2022 12:53 MDT)
	Authorized Signature
	Zach Blakeley
	Name Typed or Printed Manager - Offer Management
Sep 27, 2022	Title Sep 27, 2022
Date	Date
Address for Notices:	

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

v1.032717

Exhibit 1

ISDN PRS ICB PRICING OFFER FOR THE STATE OF OR



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	Qty.	Total MRC Per Location
	101A T1ZF EUGNOR53DC1 EUGOOR35HAA	ZPG61	12mo	1	\$472

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



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	Qty.	Total MRC Per Location
	101A T1ZF TWFLIDGVHAA TWFLIDMADC0	ZPGU1	12mo	1	\$472

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



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# (interna	ıl use only):	_
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Service Location Including City and State	Circuit ID/BTN	usoc	Term	Qty.	Total MRC Per Location
	101A T1ZF SPKNWA01DC1 SPKPWALMH01 102A T1ZF SPKNWA01DC1 SPKPWALMH01 103A T1ZF SPKNWA01DC1 SPKPWALMH01 104A T1ZF SPKNWA01DC1 SPKPWALMH01	ZPGY1	12mo	4	\$1888
	102 T1ZF YAKMWAMXHAA YAKMWA02DC1	ZPGY1	12mo	1	\$472
	101A T1ZF SPKNWAKYDC0 SPKNWAVEHAE 102A T1ZF SPKNWAKYDC0 SPKNWAVEHAE	ZPGY1	12mo	2	\$944