This Forbearance Master Services Agreement ("Agreement") is between the CenturyLink Incumbent Local Exchange Carrier (“ILEC”)entities listed in Attachment 1 of this Agreement (collectively and individually referred to as (“CenturyLink”)) and [**Customer Name**] (“Customer”) and becomes effective on the date the first Service Schedule is added (the “Effective Date”). This Agreement provides the terms and conditions applicable to Customer’s purchase of the specific products and services delineated herein (“Service”) from CenturyLink.

**1. Term.** The term of the Agreement will commence on the Effective Date and continue on a monthly basis, unless earlier terminated in accordance with the Agreement (“Term”). Either party may provide written notice of termination to the other party at least 90 days before the desired date of expiration of this Agreement.

**2. Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Order(s), Local Service Requests (“LSRs”), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement (“Service Attachments”) for the purpose of allowing Customer to provide Service to its residential and business End Users. Service will only be provided in CenturyLink’s Incumbent Local Exchange Carrier (as such term is commonly understood within the telecommunications industry) service territory in the States indicated in Attachment 1.

**Available Service Schedules**

* **Service Schedule for Legacy CenturyLink and Embarq Resale Service**
* **Service Schedule for Legacy Qwest Resale Service**
* **Service Schedule for Wholesale Local Voice Service (“WLV”)**
* **Service Schedule for Wholesale Analog Loop (“WAL”) and Related Offerings**
* **Service Schedule for Wholesale Extended Loops (“WEL”) and Related Offerings**
* **Service Schedule for Wholesale Dedicated Interoffice Transport (“WDIT”)**
* **Service Schedule for Wholesale Non-Loaded Loop (“WNL”)**

**2.1 Proof of Authorization.** Each party is responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable law, as amended from time to time. Each party will make POAs available to the other party upon request. In the event of an allegation of an unauthorized change or unauthorized service, the party charged with the alleged infraction is responsible for resolving such claim, and it will indemnify and hold harmless the other party for any losses, damages, penalties, or other claims in connection with the alleged unauthorized change or service.

**3. Order(s).** Customer may submit requests for Service in a form designated by CenturyLink (“Order” or “LSR”). The term for a Service is defined in the applicable Service Attachment (“Service Term”). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days’ written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the “Customer Commit Date” or a “Firm Order Commit” Date), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink’s continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink’s then current charges unless otherwise specifically stated in a Service Attachment.

**4. Billing and Payment.**

**4.1 Rates and Commencement of Billing.** The rates for CenturyLink’s provision of the Service are set forth in the applicable Service Attachment, attached, and/or incorporated herein by reference. Rates are subject to adjustment by CenturyLink on 30 days’ written notice. Billing will commence upon the date the applicable Service is delivered to Customer ("Service Commencement Date"). If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

**4.2 Payment.** Undisputed amounts payable under this Agreement are due and payable within 30 days after the date of invoice (the “Payment Due Date”). Payment must be made in U.S. currency by check or wire transfer of immediately available funds. If the Payment Due Date falls on a Saturday, Sunday or on a designated bank holiday, the payment may be made the next business day. For invoices distributed electronically, the date of the invoice is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If Customer fails to make payment on or before the Payment Due Date, CenturyLink may invoke all available rights and remedies.

**4.3 Cessation of Order Processing.** CenturyLink may discontinue processing new orders for Services for any failure to make full payment of undisputed amounts invoiced for Services within 30 days following the Payment Due Date. CenturyLink’s continued processing of orders in the absence of Customer’s cure does not prevent CenturyLink from ceasing to process additional new orders for Services without further notice. Upon Customer’s payment or cure of another breach, CenturyLink will resume processing orders for Services from Customer within one business day.

**4.4 Disconnection of Service.** CenturyLink will provide a final notice of non-payment 30 days prior to actual suspension and/or disconnection of services (“Final Non-Payment Notice”). If CenturyLink disconnects any Services provided under this Agreement for any uncured breach by Customer, Customer will pay the applicable charge set forth under this Agreement required to reconnect Services for each End User disconnected under this Section 4.4. If CenturyLink does not disconnect Customer's Service on the date specified in the Final Non-Payment Notice, and Customer's noncompliance continues, nothing contained herein precludes CenturyLink from disconnecting any or all Services. Customer is solely responsible for meeting any requirements under applicable law regarding disconnection of services to End Users.

**4.5 Billing Disputes.** If Customer disputes, in good faith, and withholds payment on any portion of the charges under this Agreement, Customer will notify CenturyLink in writing within 15 days following the Payment Due Date identifying the amount and rationale of such dispute. Billed amounts for which written, itemized, good faith disputes or claims have been filed must be resolved in accordance with this Section 4.5. Regardless of the status of any disputes, Customer will at a minimum pay all undisputed amounts due to CenturyLink. Both Customer and CenturyLink agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means before invoking any other rights or remedies.

4.5.1 *Withheld Disputed Charges*. If Customer disputes charges and does not pay such charges by the Payment Due Date, such charges may be subject to late payment charges. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts and applicable late payment charges within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. Customer may not continue to withhold the disputed amount following the initial resolution while pursuing further dispute resolution. If the disputed charges have been withheld and the dispute is resolved in favor of Customer, CenturyLink will credit Customer’s bill for the amount of the disputed charges and any late payment charges that have been assessed no later than the second bill date after the resolution of the dispute.

4.5.2 *Paid Disputed Charges*. If Customer pays the disputed charges and the dispute is resolved in favor of CenturyLink, no further action is required. If Customer pays the charges disputed at the time of payment or at any time thereafter, and the dispute is resolved in favor of Customer, CenturyLink will adjust the billing, usually within two billing cycles after the resolution of the dispute, as follows: CenturyLink will credit Customer’s bill for the disputed amount and any associated interest; or if the disputed amount is greater than the bill to be credited, pay the remaining amount to Customer. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

4.5.3 *Dispute Period*. If Customer fails to dispute a rate or charge within 180 days following the invoice date on which the rate or charge appeared, adjustment (if applicable) will be made on a going-forward basis only, beginning with the date of the dispute.

**4.6 Taxes and Fees**. Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively “Taxes and Fees”). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink’s liability to pay certain Taxes and Fees. The exemption will apply prospectively.

**4.7 Credit Approval and Deposits**. Customer will provide CenturyLink with credit information as requested. CenturyLink may require Customer to make a deposit as a condition of CenturyLink’s acceptance of any Order or continuation of: (a) usage-based Services; or (b) non-usage based Service where Customer fails to timely pay CenturyLink hereunder or CenturyLink reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months’ estimated charges for Service and are due upon CenturyLink’s written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

**4.8 Regulatory and Legal Changes**. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink’s notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.9 Late Payment Charge.** If any portion of the payment is received by CenturyLink after the Payment Due Date, or if any portion of the payment is received by CenturyLink in funds that are not immediately available, then a late payment charge will be due to CenturyLink. The late payment charge is the portion of the payment not received by the Payment Due Date multiplied by a late factor. The late factor is the lesser of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the Payment Due Date to and including the date that Customer actually makes the payment to CenturyLink; or (ii) 0.000407 per day, compounded daily for the number of days from the Payment Due Date to and including the date that Customer actually makes the payment to CenturyLink.

**5. Default.** If either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party’s written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Service, in whole or in part, and/or (ii) subject to Section 6, pursue any remedies it may have at law or in equity. In addition to the remedies delineated herein, CenturyLink may cease order processing as discussed in Section 4.3, 10 days after written notice of any default under this Section 5.

**6. Liabilities, Other Customer-Related Terms.**

**6.1 Service Levels**. Any “Service Level” commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer’s request, except that credits will not be provided for Excused Outages. CenturyLink’s maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment. Customer's sole remedies for any non­performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**6.2 Damages Limitations**. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Attachment.

**6.3 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

**6.4 Conversions.** If Customer is obtaining services from CenturyLink under an arrangement or agreement that includes the application of Termination Liability Assessment (“TLA”) or minimum period charges, and if Customer wishes to convert such services to a Service under this Agreement, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein will be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

**6.5 Customer Contacts.** Customer, or Customer's authorized agent, is the single point of contact for its End User’s service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Customer will inform its End Users that they are End Users of Customer and CenturyLink will not represent or infer otherwise, but this will not be interpreted to in any way restrict the ability of CenturyLink personnel to state factually correct information if a need has arisen to converse with such End Users. Customer's End Users contacting CenturyLink will be instructed to contact Customer, and CenturyLink's End User Customers contacting Customer will be instructed to contact CenturyLink. In responding to calls, neither party will make disparaging remarks about the other party. To the extent the correct provider can be determined, misdirected calls received by either party will be referred to the proper provider; however, nothing in this Agreement will be deemed to prohibit CenturyLink or Customer from discussing its products and services with the other party’s End Users who call in order to gain information on, or to switch to, such products and services.

**7. Customer Premises; Title to Equipment**. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days’ prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

**9. General Terms.**

**9.1 Force Majeure**. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party’s reasonable control (“force majeure event”).

**9.2 Assignment and Resale**. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Service Attachment without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties (“Customer Provided Services”). Customer will indemnify, defend and hold CenturyLink and its affiliates harmless from any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**9.3 Notices**. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer’s address as reflected in CenturyLink's records, Attn. General Counsel.

**9.4 Confidentiality.** Neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement.  Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement’s purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. “Confidential Information” means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

**9.5 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party’s prior written consent.

**9.6 Governing Law; Amendment**. This Agreement will be governed and construed in accordance with the Telecommunications Act of 1996 and applicable decisions of the FCC and other regulatory authorities, where applicable. Otherwise, the law of the State of New York, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink’s delivery or Customer’s use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

**9.7 Critical 9-1-1 Circuits.** The Federal Communications Commission’s 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information (“9-1-1 Data”) to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.8 Relationship and Counterparts**. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**9.9 Reporting Requirements.** If reporting obligations or requirements are imposed upon either party by any third party or regulatory agency in connection with this Agreement or the Services, including use of the Services by Customer or its End Users, the other party will reasonably assist that party in complying with such obligations and requirements.

**9.10 Cooperation on Fraud.** The parties will cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The parties’ fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other. Customer is responsible for all claims, damages and/or costs incurred by CenturyLink as a result of fraud committed by Customer’s End Users.

**[Customer Name] CenturyLink**

Signature Signature

 Kimberly J. Povirk

Name Printed/Typed Name Printed/Typed

 Sr. Dir. Bus. Ops Wholesale Sales

Title Title

Date Date

**ATTACHMENT 1**

**LIST OF CENTURYLINK ILEC ENTITIES**

| **ENTITY LIST (By State)** |
| --- |
| **ARIZONA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **COLORADO** |
| CenturyTel of Colorado, Inc. d/b/a CenturyLink |
| CenturyTel of Eagle, Inc. d/b/a CenturyLink (Also provides 8 access lines into Utah from a central office in Colorado) |
| El Paso County Telephone Company d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **FLORIDA** |
| CenturyLink of Florida, Inc. |
| **IDAHO** |
| CenturyTel of the Gem State, Inc. d/b/a CenturyLink |
| CenturyTel of Idaho, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **IOWA** |
| CenturyTel of Chester, Inc. d/b/a CenturyLink |
| CenturyTel of Postville, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **MINNESOTA** |
| CenturyTel of Chester, Inc. d/b/a CenturyLink |
| CenturyTel of Minnesota, Inc. d/b/a CenturyLink |
| CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink |
| CenturyLink of Minnesota, Inc. |
| Qwest Corporation d/b/a CenturyLink QC |
| **MONTANA** |
| CenturyTel of Montana, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **NEBRASKA** |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink |
| **NEVADA** |
| CenturyLink of Nevada, LLC d/b/a CenturyLink |
| CenturyTel of the Gem State, Inc. d/b/a CenturyLink |
| **NEW MEXICO**  |
| CenturyTel of the Southwest, Inc. |
| Qwest Corporation d/b/a CenturyLink QC |
| **NORTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **OREGON** |
| CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink |
| CenturyTel of Oregon, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |

| **ENTITY LIST (By State)** |
| --- |
| **SOUTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **UTAH** |
| Qwest Corporation d/b/a CenturyLink QC |
| **WASHINGTON** |
| CenturyTel of Cowiche, Inc. d/b/a CenturyLink |
| CenturyTel of Inter Island, Inc. d/b/a CenturyLink |
| CenturyTel of Washington, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |
| **WISCONSIN** |
| Qwest Corporation d/b/a CenturyLink QC |
| Telephone USA of Wisconsin, LLC d/b/a CenturyLink |
| **WYOMING** |
| CenturyTel of Wyoming, Inc. d/b/a CenturyLink  |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink of the West |