

END USER AGREEMENT

CenturyLink is pleased to provide You with telecommunications, information, directory and other services ("Service" or "Services"), as well as related equipment ("Equipment"). For purposes of this Agreement "CenturyLink", "We", "Us", or "Our" means CenturyTel of Washington, Inc., its subsidiaries, affiliates and any other person or entity doing business as CenturyLink and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, You ("You" or "Your") agree to accept and comply with the terms of service set out in this End User Agreement, as amended from time to time ("Agreement"). **YOUR USE OF THE SERVICES AND/OR EQUIPMENT CONSTITUTES YOUR ACKNOWLEDGEMENT AND AGREEMENT THAT YOU AGREE TO BE BOUND BY THIS AGREEMENT. THE TERMS OF THIS AGREEMENT WILL APPLY TO ALL SERVICE(S) AND/OR EQUIPMENT YOU PURCHASE FROM CENTURYLINK NOW, OR IN THE FUTURE, UNLESS SUCH TERMS ARE SUPERSEDED BY TARIFF, OR ARE SUPERSEDED PURSUANT TO THE TERMS OF A SEPARATE AGREEMENT OR AGREEMENTS. EXCEPT AS SET FORTH ELSEWHERE IN THIS AGREEMENT, CENTURYLINK RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT, AT ANY TIME, AFTER GIVING NOTICE TO YOU.** If You have any questions about these terms of service, You should speak with a CenturyLink representative.

- 1. Our Obligations.** We will provide the Service(s) and/or Equipment that You have requested from CenturyLink, at Your requested service address, pursuant to the terms of this Agreement.
- 2. Your Obligations.** You will (a) provide all information, access, and support required for timely installation and proper use of Our Services and Equipment; (b) assure that Your use of the Services and Equipment is at all times consistent with the use intended, is not utilized in any unlawful manner, and is used in such a manner as to prevent damage to Our network, Equipment, and/or other customers; and (c) make full and timely payments as provided for in Section 4 below.
- 3. Term.** The term of this agreement shall begin on the date on which Your Service or Equipment is activated. The Agreement will continue in full force and effect until You are no longer receiving Services and/or Equipment.
- 4. Payment and Billing.** You agree to pay to CenturyLink all invoiced charges (plus applicable taxes and regulatory charges regardless of whether they are required to be collected from the user) on the terms and within the time periods indicated on the billing invoice, or as provided for in this Agreement. Charges will begin to accrue at the time Services and/or Equipment have been activated and are due within thirty (30) days of the invoice date. If any amount due is received after the payment due date or in funds not immediately available on or before the payment due date, CenturyLink will assess a late payment charge, which may be a flat amount, a fixed percentage on the total, unpaid amount of your invoice, or a combination of both, up to the maximum amount allowed by law. If Your check or other like instrument is dishonored by the depository institution on which it is drawn, We will also charge You a bad check charge not to exceed the maximum amount allowed by law. If You dispute the validity of a charge or need additional information regarding a charge, You must contact Us within forty-five (45) days of receiving the statement containing the charge. You acknowledge and agree that, subject to applicable law, We shall neither review for correction nor be liable for any invoiced charge unless You notify Us of Your dispute within that forty-five (45) day period. Such a dispute will not result in an automatic refund or credit of the disputed amount, and it will not relieve You of Your obligation to pay Your full bill on time. Should You file a timely dispute, We will review the dispute, and provide You with a credit or refund, should We find the dispute to be valid. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they may be applied first to the oldest outstanding charges. If You send Us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of Our rights to collect all amounts owed by You under this Agreement. **WE MAY CHANGE OUR RATES AND TERMS AT ANY TIME BY GIVING YOU NOTICE THEREOF AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF THE CHANGE. CONTINUING TO SUBSCRIBE TO, USE, OR PAY FOR THE SERVICES AND/OR EQUIPMENT AFTER ANY CHANGE(S) IN THE PRICES, CHARGES, TERMS OR CONDITIONS ARE EFFECTIVE, MEANS THAT YOU AGREE TO THE CHANGES. YOUR SOLE REMEDY FOR ANY CHANGE MADE BY CENTURYLINK PURSUANT TO THIS SECTION 4 IS THE RIGHT TO TERMINATE THIS AGREEMENT ON OR BEFORE THE EFFECTIVE DATE OF ANY SUCH CHANGE.**
- 5. Equipment.** Unless You and We specifically agree otherwise, Equipment installed by CenturyLink is Our property, and We have the right to access, maintain, remove, replace or take any other action in connection with the Equipment at any time for any reason.

6. Credit Inquiries, Credit Limits and Deposits. You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that You may be a credit risk based on (a) an unsatisfactory credit rating or lack of credit history; (b) a record of late payments for either present or past bills (including Our bills); or (c) prior fraudulent, illegal, or abusive use of any of Our services; then as a condition of service We may require that You place a deposit with Us or make an advance payment to secure payment for the Services We provide to You. Your deposit and/or advance payment will not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Service billed in advance, plus the estimated usage charges for two (2) months of Service billed in arrears, such as long-distance service. You may also be required to pay a security deposit for equipment obtained from Us. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of 1.08%, which shall be added to and considered part of Your deposit or paid to You at Our option. If You fail to pay for the Services or Equipment when due, We may, without providing You notice, apply the deposit to offset the amount You owe Us. If there is a credit balance on Your account after the deposit is applied, We will refund or credit that amount to You Please allow up to four (4) weeks for the processing of a refunded deposit. Based on Your payment history or Your credit score obtained from credit reporting agencies We may, subject to applicable law, set a credit limit on Your account at any time. If You exceed Your credit limit, We may, subject to applicable law, restrict Your access to the Services and/or Equipment We provide, such as direct-dialed and operator-assisted long-distance services and calls requiring a 900 or 976 prefix. In the case of telephone service, this restriction on Your access to the Services will not affect Your access to or use of 911 emergency services.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. SERVICES AND EQUIPMENT DESCRIBED HEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, CENTURYLINK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR EQUIPMENT HEREIN REFERENCED. YOU AGREE THAT CENTURYLINK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, EVEN IF CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. THE LIABILITY OF CENTURYLINK FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES OR EQUIPMENT (INCLUDING, WITHOUT LIMITATION, UNAUTHORIZED OR ERRONEOUS INCLUSION OR EXCLUSION OF LISTING OR DIRECTORY INFORMATION IN A DIRECTORY DATABASE, AND/OR THE PUBLISHING OR FAILURE TO PUBLISH, AS APPLICABLE, SUCH INFORMATION) SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE CHARGES CENTURYLINK WOULD INVOICE TO YOU FOR AFFECTED SERVICES OR EQUIPMENT DURING THE PERIOD IN WHICH THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS.

8. Indemnification. You agree to defend, indemnify, and hold harmless CenturyLink and its parent, subsidiaries, affiliates, and the officers, directors, employees, and agents of all such entities, from and against any and all liabilities, losses, demands, suits, judgments, causes of action, claims, costs, and expenses (including attorney’s fees) caused by, arising from, or in any manner related to Your breach of this Agreement, or Your acts or omissions in general.

9. Termination. We may terminate this Agreement, and/or the Services and/or Equipment provided under this Agreement, without notice if We reasonably determine that You have breached any provision of this Agreement, or if We have any other good cause, including Our decision to elect to cease providing the Services and/or Equipment. If You have agreed to a fixed service term, should We terminate this Agreement due to Your breach of this Agreement, or if You terminate this Agreement without cause, You will be required to pay early termination charges equal to the recurring charges for the terminated Service(s) and/or Equipment multiplied by the number of months remaining in the Agreement.

10. DISPUTE RESOLUTION.

IT IS IMPORTANT THAT YOU READ THIS SECTION CAREFULLY. TO THE EXTENT ALLOWED BY LAW, IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. If the preclusion of class action in this Section 10 is unenforceable under the law of the state where You reside with respect to the claim presented, such unenforceability shall not affect the validity of any other provision of this Section 10.

ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE CENTURYLINK), INCLUDING ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY, OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A COPY OF THE AAA'S ARBITRATION RULES IS AVAILABLE BY WRITING TO CENTURYLINK AT 100 CENTURYLINK DRIVE, MONROE, LA, 71203, ATTN.: LEGAL DEPARTMENT.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND CENTURYLINK WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2) AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR CENTURYLINK BILL, OR WRITE TO US AT THE ABOVE ADDRESS OR CONTACT US THROUGH THE WEB AT WWW.CENTURYLINK.COM, SELECTING "CONTACT US", THEN, AS APPLICABLE, SELECTING "RESIDENTIAL," "BUSINESS" OR "BILLING," AND THEN "COMPLAINTS." IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TELEPHONE: 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR A DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, CENTURYLINK WILL PAY ALL OF THE AAA'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, CENTURYLINK WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A PRO BONO ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE

REIMBURSED BY CENTURYLINK. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU. IF ANY PROVISION OF THIS DISPUTE

RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT. EVERY ARBITRATION AWARD SHALL BE CONCLUSIVE AND BINDING WITH RESPECT TO ITS SUBJECT MATTER AND MAY BE ENFORCED IN ANY MANNER PERMITTED BY LAW. THIS SECTION 10 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE CENTURYLINK.

11. Miscellaneous. (a) This Agreement and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to the Agreement, Services, Equipment or acts taken (or not taken) by Us, shall be governed by and construed in accordance with the laws of the State of Washington without regard to its conflict of law provisions. Any dispute arising between You and Us that is not within the scope of Section 10 must be litigated in the state or federal courts sitting in Pierce County, Washington. You consent to the jurisdiction of those courts, waive any claim or defense that they are not convenient, and consent to service of process by any means authorized by Washington or federal law. Nothing in this Section 11(a) shall be interpreted as modifying any arbitration provision or other provision of Section 10. (b) CenturyLink will be excused from performance hereunder for any period, to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other cause beyond CenturyLink's control. (c) For purposes of calculating usage-sensitive charges, the duration of each telephone call shall be rounded up to the nearest minute for residential customers, and to the nearest six second increment (with a thirty second minimum) for business customers. (d) This Agreement, together with the incorporated terms referenced in Section 13 below and with the consent to be bound by this Agreement provided to Us in connection with orders made by telephone, constitutes the entire agreement of the parties with respect to the Services and/or Equipment referred to in the preamble, above, and cannot be amended or modified except in a writing signed by the parties.

12. Severability. In the event any reviewing court or agency determines that any provision in this Agreement (including any sentence or sentences within a Section) is invalid or unenforceable, then that provision or sentence(s) shall be stricken from this Agreement and the remainder shall be given full force and effect; provided, however, that if any of Sections 2, 4, 6, 7, 8, 11 or 13 or any part thereof is stricken or altered, then this Agreement shall terminate.

13. Incorporated Terms and Conditions For Regulated Services. As used in this Agreement, "Regulated Services" means telecommunications services that are subject to regulation by the Washington Utilities and Transportation Commission, even if the services are not tariffed when purchased as part of a bundle (such as voice telephone service, voice mail and call waiting). With respect to Regulated Services, this Agreement includes all terms and conditions contained in the CenturyLink Price List as amended from time to time (the "Price List") which is available at www.centurylink.com and is incorporated herein by this reference. For customers who are used to consulting tariffs, the Price List is formatted like a tariff, but for purposes of this Agreement it is a list of additional terms and conditions that will apply if You purchase Regulated Services. When a change to this Agreement includes an amendment to the Price List, we will post the change to the Price List in a manner similar to the way We post changes to Our tariffs, by posting an updated page for the changed item in the Price List. You may check for these changes at www.centurylink.com or contact Us at (800) 201-4099. If You would like a copy of the Price List, You may contact us at (800) 201-4099. With respect to Regulated Services, if there is a conflict between a provision set forth in Sections 1 through 12 of this Agreement and a provision in the Price List, the provision in Section 1 through 12 of this Agreement will control.

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