

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
FOR MONTH-TO-MONTH SERVICE**

This interstate agreement ("Agreement") is entered into between Qwest Corporation d/b/a Centurylink QC, including its subsidiaries El Paso County Telephone Company ("CenturyLink") and Customer. "Customer" means a customer that previously purchased one or more of the Services under the FCC1 Tariff that was either month-to-month as of April 15, 2009 or that will go month-to-month after April 15, 2009. This Agreement is effective on the later of: (a) April 15, 2009, or (b) the date on which Customer's term plan ends and Service goes month-to-month. CenturyLink Services are available only in CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Each CenturyLink entity is responsible only for providing Service in its respective territory, and in no case will one CenturyLink entity be liable to Customer for actions or failures of another CenturyLink entity. Customer is encouraged to contact a CenturyLink representative and request an Agreement that will move any month-to-month Service covered under this Agreement to a term plan.

**1. Services.** CenturyLink will continue to provide Customer's existing month-to-month services ("Service(s)") under the terms set forth in this Agreement and the service exhibits ("Service Exhibits"). Customer understands this Agreement is for CenturyLink interstate private line and advanced network services capable of transmitting 200 Kbps or greater in each direction and listed below. Services that are lower than 200 Kbps must be purchased under separate contract or tariff. Customer agrees that it will not resell the Services and that its use of the Services will comply with all applicable laws. The following online Service Exhibits are part of this Agreement. Customer should refer to the applicable online exhibits.

ATM	Frame Relay ("FR")
Local Area Network Switching Service ("LSS")	Metro Ethernet (formerly Metro Optical Ethernet or QMOE <sup>®</sup> Service
GeoMax <sup>®</sup> Service	HDTV-NET
Self-Healing Network Service ("SHNS")	Synchronous Service Transport ("SST")

**1.1 Jurisdiction.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that more than 10% of its usage will be interstate usage.

**1.2 Service Changes.** Customer must sign a new agreement covering the Services under this Agreement if Customer requests new Service or additions or changes to the existing Services offered under this Agreement.

**1.3 Service Interruptions.** Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA posted at and described in the RSS posted at [www.qwest.centurylink.com/legal](http://www.qwest.centurylink.com/legal). Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are Customer's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

**1.4 Customer Responsibilities.** Customer is responsible for the following:

**(a) On-Site Operations.** All Customer operations concerning Service at Customer's premises will be performed at Customer's expense, and Customer will be required to conform to all applicable specifications that CenturyLink may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on Customer's premises will be provided only at Customer's expense.

**(b)** Customer will properly use the Service. Customer will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

**(c) Installation, Maintenance, and Repair.**

(i) Customer will reasonably cooperate with CenturyLink or its agents to operate, maintain, or repair Service. Customer will provide or secure at Customer's expense appropriate space and power and rights or licenses if CenturyLink must access the building of Customer's premises to operate or maintain Service or associated CenturyLink equipment. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach point of termination. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

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

(iii) If a service interruption occurs due to Customer's failure to fulfill its obligations in this section, CenturyLink will be exempt from meeting the specified SLAs for that service interruption.

**2. Agreement Term.** This Agreement is Effective on April 15, 2009 and will remain in effect for as long as Customer has month-to-month Service under this Agreement ("Agreement Term"). Should all Services under the Agreement expire or terminate as contemplated by Termination section of this Agreement, then this Agreement will terminate.

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- 3. Rates.** Rates, including Rates for optional features or functions, are the month-to-month rates set forth in the RSS, which are subject to change.
- 4. Payment.** Customer must pay CenturyLink all charges by the due date on the invoice if specified. Any amount not paid when due is subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees if Customer selects paper delivery of an invoice or makes payment via credit card.
- 5. Confidentiality.** Neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.
- 6. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.
- 7. 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.
- 8. 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 WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9. Limitation of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.
- 9.1 Consequential Damages.** NO PARTY OR THEIR 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.
- 9.2 Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or in the RSS for Services without an SLA; 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 or applicable RSS language does not exist for the affected Service.
- 10. 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 actual, physical damages.
- 11. Other Direct Damages.** For all other claims arising out of the Agreement, the maximum liability for Customer and CenturyLink 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.
- 12. Indemnification.** Each party will defend and indemnify the other, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party unless otherwise stated in a CenturyLink QC Service Exhibit. Customer will also defend and indemnify CenturyLink, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users.
- 13. Termination.** Month-to-month Services with a Minimum Service Period are subject to a Termination Charge outlined in a Service Exhibit, if terminated prior to the expiration of the Minimum Service Period. Either party may terminate this Agreement and all Service by providing 30 days' written notice to the other party. Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, or RSS. If Customer terminates this Agreement for Convenience or CenturyLink terminates it for Cause, then Customer will pay to CenturyLink the Termination Charges set forth in the applicable Service Exhibit(s), if any. Customer will remain liable for charges accrued but unpaid as of the termination date.

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**14. Miscellaneous.**

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

**14.2 Conflicts Provision.** If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, RSS, CenturyLink records, and if applicable, CenturyLink Tech Pubs.

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

**14.4 ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**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. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is 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). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

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

**14.7 Governing Law; Dispute Resolution.**

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

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

**(c) Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

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

**14.8 No Resale; Compliance.** Customer must not resell the Services and its use of Services must comply with all applicable laws.

**14.9 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such

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party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party. But Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

**14.10 Amendments; Changes.** However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the RSS with such updated RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

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

**14.12 Required Notices.** Unless otherwise provided in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dep't., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**14.13 Service Termination Notices.** Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

**14.14 Entire Agreement.** The Agreement, any applicable Service Exhibit, the RSS, and Tech Pubs constitute the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same Service at the same locations as covered under this Agreement.

**15. Definitions.**

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

"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; or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including Customer information or CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted 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.

"Convenience" means any reason other than Cause.

"CPE" means any customer premises equipment, software, and/or other materials used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Demarcation Point" means the CenturyLink designated: (a) physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink Domestic Network to Customer's telecommunications equipment. "CenturyLink Domestic Network" means the CenturyLink operated facilities located within CenturyLink's 14-state local service area (those states are listed in the opening paragraph of this Agreement) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by CenturyLink.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"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.

"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by CenturyLink records. In the case of Frame Relay, this means 6 months following the Service Acceptance Date.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Rates" means the RSS month-to-month MRCs and NRCs for the Service.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body, or court of competent jurisdiction.

"RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at:  
[http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qc\\_rss1.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qc_rss1.htm).

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“Service Acceptance Date” means the date Customer accepts the Service and billing commences, as evidenced by CenturyLink records.

“Service Due Date” means the date CenturyLink makes the Service available to Customer for testing.

“SLA” means the service level agreement for each Service, if applicable, located at <http://www.qwest.centurylink.com/legal/sla.html>; SLAs are subject to change. Each SLA provides Customer’s sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for the applicable Service. Not all Services have a Service-specific SLA.

“SONET” means Synchronous Optical Network.

“Taxes” means foreign, 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 the 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 the Customer. These charges may include state and federal Carrier Universal Service Charges as well as charges related to E911, and Telephone Relay Service.

“Tech Pub” means each technical publication specific to a service, all of which are located at <http://www.qwest.com/techpub/> and subject to change. Each CenturyLink Service Exhibit stipulates the Tech Pub that applies to that service, if any.

“Termination Charge” means the termination charges detailed in the Service Exhibits.