CENTURYLINK™ WHOLESALE BROADBAND SERVICE AGREEMENT (WBSA)

This CenturyLink™ Wholesale Broadband Service Agreement (“WBSA”), together with any Schedule, Exhibit or Attachment hereto, all of which are hereby incorporated herein by reference (the “Agreement”) is between the CenturyLink Legal Entity(ies) listed in Exhibit A for the state and legacy organizations identified in the Applicable States section below,dba CenturyLink (“CenturyLink”), and [Customer Legal Entity], (“Customer”), (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a “Party” or collectively as the “Parties”). The undersigned Parties have read and agree to the terms and conditions set forth in this Agreement.

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| --- | --- |
| **CenturyLink:**By: Name: Kimberly J. Povirk Title: Director – Sales Support Date:  | **[Customer Legal Entity]:**By: Name: Title: Date: Email:  |

##### NOTICE INFORMATION: ALL WRITTEN NOTICES REQUIRED UNDER THIS AGREEMENT SHALL BE SENT TO THE FOLLOWING:

**CenturyLink: With copy to:**

Director Sales Support CenturyLinkLegal Department

700 W Mineral Ave – Room MN D18.30 Wholesale Interconnection

Littleton, CO 80120 700 W Mineral Av – Room L14.08

Phone: 303-992-5906 Littleton, CO 80120

Email: intagree@centurylink.com Phone: 303-992-5599

 Email: Legal.Interconnection@centurylink.com

**[Customer Legal Entity]:**

Attention:

Address:

City, State, Zip:

Phone:

Email:

Wholesale Broadband Service Agreement (WBSA)

Attachment 1 Definitions

Attachment 2 CenturyLink WBSA Attachment

Attachment 3 Rates for WBSA to Business and Residential End User Customers

**APPLICABLE STATES:**

CenturyLinkagrees to offer and Customer intends to purchase Service in the states indicated below.

|  |  |
| --- | --- |
| **Alabama**  |  |
| **Arkansas**  |  |
| **Arizona**  |  |
| **Colorado**  |  |
| **Florida**  |  |
| **Georgia**  |  |
| **Idaho**  |  |
| **Illinois**  |  |
| **Indiana**  |  |
| **Iowa**  |  |
| **Kansas**  |  |
| **Louisiana**  |  |
| **Michigan**  |  |
| **Minnesota**  |  |
| **Mississippi**  |  |
| **Missouri**  |  |
| **Montana**  |  |
| **Nebraska**  |  |
| **Nevada**  |  |
| **New Jersey**  |  |
| **New Mexico**  |  |
| **North Carolina**  |  |
| **North Dakota** |  |
| **Ohio**  |  |
| **Oregon**  |  |
| **Pennsylvania**  |  |
| **South Carolina**  |  |
| **South Dakota**  |  |
| **Tennessee**  |  |
| **Texas**  |  |
| **Utah**  |  |
| **Virginia**  |  |
| **Washington**  |  |
| **Wisconsin**  |  |
| **Wyoming**  |  |

WHEREAS, the Parties desire to enter into this Wholesale Broadband Service Agreement, together with the Attachments, incorporated herein by reference, (“Agreement”) to establish the rates, terms and conditions that apply to the Services (as defined below) provided by CenturyLink to Customer pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties mutually agree as follows:

**1.** **Definitions**. Capitalized terms used herein are defined in Attachment 1.

**2. Effective Date**. The Effective Date of this Agreement shall be the date of final signing and execution by both Parties

**3**. **Term and Post-Term Obligations.**

3.1 **Term**. This Agreement shall have an initial term (the “Initial Term”) that expires three (3) years after the Effective Date. Upon expiration of the Initial Term the Agreement shall automatically continue on a monthly basis at the same rates in effect upon expiration of the Initial Term, until a new contract has been executed unless either Party provides written notice to the other Party at least ninety (90) Days in advance of the expiration of the Initial Term or, if the Initial Term has expired, ninety (90) Days in advance of the desired date of expiration of this Agreement, advising that such renewal will not go into effect.

3.2 **Post-Term Obligations**. If this Agreement expires or terminates for any reason other than the actions specifically delineated in Section 8 of this Agreement, then:

 3.2.1 Customer shall immediately stop accepting and placing orders for new activations of the Service from its End User Customers.

3.2.2 Unless instructed otherwise in writing by Customer, CenturyLink shall process all orders for Service validly submitted by Customer prior to such termination or expiration of the Agreement.

 3.2.3 Each Party’s rights and obligations under this Section 3.2 shall survive expiration or earlier termination of this Agreement for any reason or no reason indefinitely.

**4.** **Services;** **Eligibility for Services; Proof of Authorization**.

4.1 **Services**. CenturyLink will provide Customer with the services, as more fully described in Attachment 2 hereto (individually a “Service” and collectively, the “Services”), for the purpose of allowing Customer to provide Services to its residential and business End User Customers. 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 Applicable States indicated in the table set forth in the preamble to this Agreement.

* 1. **Proof of Authorization**. Each Party shall be 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 in accordance with all Applicable Law, the Party charged with the alleged infraction shall be responsible for resolving such claim, and it shall indemnify and hold harmless the other Party for any losses, damages, penalties, or other claims in connection with the alleged unauthorized change or service.

**5. General Terms**.

5.1 **Repair & Maintenance**. CenturyLink will provide general repair and maintenance services on its facilities, including those facilities supporting Services purchased by Customer under this Agreement, at a level that is consistent with other comparable services provided by CenturyLink.

5.2 **Network Modernization**. CenturyLink may make necessary modifications and changes to its network on an as needed basis in order to properly maintain and modernize its network. Customer acknowledges that such changes may result in minor changes to transmission parameters or modem replacements; provided that all such network maintenance and modernization activities will result in transmission parameters or modem replacements for the Service that are consistent with the Service ordered by Customer.

5.3 **Implementation Plan**

##  5.3.1 *Coordination.* The Parties understand that the arrangements and provision of Service to Customer’s End User Customers as contemplated by this Agreement requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work cooperatively to implement this Agreement and Customer agrees to provide CenturyLink information necessary to establish and maintain Customer’s account and services under this Agreement.

## 5.3.2 *Expansion*. Provision of the Service may be expanded to specified geographic areas over time, at CenturyLink’s sole discretion. CenturyLink shall provide Customer with formal notification of which wire centers can provide Service for resale by Customer as new geographic areas are added. Such formal notification shall be made no later than sixty (60) Days after the date that any such additional wire center is available to support resale of the Service.

5.4 **Network Security**

5.4.1 Each Party will exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own employees, agents, End User Customers and property, but in no case less than a commercially reasonable degree of care.

5.4.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions for any and all use of the Services by End User Customers. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide Service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Customer is responsible for covering its employees on such security requirements and penalties.

5.4.3 The Parties' networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for their employees with respect to such security requirements and penalties.

5.4.4 CenturyLink shall not be liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of Services or facilities (‘Unauthorized Use”), whether or not such Unauthorized Use could have been reasonably prevented by CenturyLink, except to the extent CenturyLink has been notified in advance by Customer of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity or such activity is the result of CenturyLink’s willful misconduct.

5.5 **Customer Information**. Customer agrees to work with CenturyLink in good faith to promptly complete or update required new customer information about Customer as applicable, (e.g., CenturyLink’s “Commercial WBSA Customer Questionnaire”) to the extent that Customer has not already done so, and Customer shall hold CenturyLink harmless for any damages to or claims from Customer caused by Customer’s failure to promptly complete or update such questionnaire.

**6.** **Financial Terms**.

6.1 **Rates**. The rates for CenturyLink’s provision of the Service are set forth in Attachment 3 which is attached hereto, and incorporated herein by reference. The Parties agree that the referenced rates are just and reasonable.

# 6.2 **Taxes, Fees, and other Governmental Impositions**.

6.2.1 All charges for Services provided herein are exclusive of any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, tariffs, or surcharges (individually a “Tax” or “Taxes”). Taxes resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such Taxes is placed upon the other Party. However, where the selling Party is specifically permitted by Applicable Law to collect such Taxes from the purchasing Party, such Taxes shall be borne by the Party purchasing the services. Taxes shall be billed as a separate item on the invoice in accordance with Applicable Law. The Party billing such Taxes shall, at the written request of the Party being billed, provide the billed Party with detailed information regarding billed Taxes, including the applicable Tax jurisdiction, rate, and base upon which the Tax is applied. If the purchasing Party provides the selling Party with a resale or other exemption certificate, the selling Party shall exempt the purchasing Party if the selling Party accepts the certificate in good faith. If a Party becomes aware that any Tax is incorrectly or erroneously collected by that Party from the other Party or paid by the other Party to that Party, the Party that received such Tax shall refund the incorrectly or erroneously collected Tax or paid Tax to the other Party.

### 6.2.2 *Notice of Assessment*. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

## 6.2.3 *Mutual Cooperation*. In the event that either Party contests (the “Contesting Party”) with the applicable Taxing authority the application of any Tax collected by the other Party (the “Collecting Party”), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest; provided that the Contesting Party pays all reasonable costs incurred by the Collecting Party in connection with such cooperation. The Contesting Party shall be entitled to the benefit of any refund or recovery resulting from the contest.

6.2.4 *Corporate Tax*. Each Party is solely responsible for any tax on its corporate existence, status or income and each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own Customers.

**7. Intellectual Property.**

7.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive and use Services solely as provided in this Agreement or as specifically required by the then-applicable federal rules and regulations relating to Services provided under this Agreement, nothing contained in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trademark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as otherwise provided for in this Agreement, neither Party may use any patent, copyright, trade name, trademark, service mark, trade secret, nor other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party without execution of a separate written agreement between the Parties.

7.2 Subject to the general Indemnity provisions of this Agreement, each Party (an Indemnifying Party) shall indemnify and hold the other Party (an Indemnified Party) harmless solely from and against the direct cost and/or expense arising out of defending a claim that the services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriate or otherwise violate the intellectual property rights of any third party. The obligation for indemnification will not extend to damages awards and/or amounts paid to settle any such claims. The obligation for indemnification recited in this paragraph shall not extend to infringement which results from:

A. any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or is not reasonably necessary to Customer’s use of the Services offered by CenturyLink under this Agreement; or

B. any modification made to the facilities or services of the Indemnifying Party by, on behalf of, or at the request of the Indemnified Party and not required by the Indemnifying Party.

7.3 In the event of any claim, the Indemnifying Party may, at its sole option, obtain the right for the Indemnified Party to continue to use any infringing facility or service or replace or modify any infringing facility or service to make such facility or service non-infringing.

7.4 If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided above and either the facility or service is held to be infringing by a court of competent jurisdiction or the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party will notify the Indemnified Party and the Parties will negotiate in good faith regarding reasonable modifications to this Agreement necessary to mitigate damage or comply with an injunction which may result from such infringement or allow cessation of further infringement.

7.5 The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

7.6 CenturyLink shall use commercially reasonable efforts to obtain, from its vendors who have licensed intellectual property rights to CenturyLink in connection with Services provided hereunder, licenses under such intellectual property rights as necessary for Customer to use such Services as contemplated hereunder and at least in the same manner used by CenturyLink for the Services provided hereunder. CenturyLink shall notify Customer immediately in the event that CenturyLink believes it has used its commercially reasonable efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

7.7 Neither Party shall without the express written permission of the other Party, state or imply that it is connected, or in any way affiliated with the other or its Affiliates; it is part of a joint business association or any similar arrangement with the other or its Affiliates; the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or with respect to its marketing, advertising or promotional activities or materials, state or imply that the services are in any way associated with or originated from the other Party or any of its Affiliates. In addition, Customer, including its employees, representatives and agents, will not state or otherwise indicate, directly or indirectly, to its end-users or prospective end-users: (a) that they will be CenturyLink customers or that they may obtain CenturyLink service from Customer or (b) that Customer has or the end-user will have any relationship with CenturyLink. Without limiting the foregoing, Customer must not use a name, trademark, service mark, copyright or any other intellectual property owned by CenturyLink or its Affiliates, except that Customer may communicate that CenturyLink is one of the underlying carriers from which Customer purchases services if Customer has obtained the prior written consent of the CenturyLink Law Department. This is a non-exclusive agreement. Nothing in this Agreement prevents CenturyLink from offering to sell or selling any services to other parties.

7.8 Nothing in this Section prevents either Party from truthfully describing the Services it uses to provide service to its End User Customers, provided it does not represent the Services as originating from the other Party or its Affiliates or otherwise attempt to sell its End User Customers using the name of the other Party or its Affiliates. CenturyLink’s name and the names of its Affiliates are proprietary and nothing in this Agreement constitutes a license authorizing their use, and in no event will Customer, including its employees, representatives and agents, attempt to sell any Services to its end-users using the name, brand or identity of CenturyLink or CenturyLink’s Affiliates in any way. Notwithstanding the foregoing, Customer may identify CenturyLink as the underlying provider for Services provided to End User Customers.

7.9 Because a breach of the material provisions of this Section 7 may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief.

**8.** **Payment and Security Provisions; Cessation of Order Processing; Suspension of Service**.

8.1 **Payment**. Undisputed amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice (the “Payment Due Date”) so long as no invoice is dated less than 28 days from the date of the immediately preceding invoice. Payment shall 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 shall 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.

8.2 **Cessation of Order Processing**.CenturyLink may discontinue processing new orders for Services for any breach by Customer of this Agreement, including without limitation the failure of Customer to make full payment for Services, less any good faith disputed amount as provided for in this Agreement, within thirty (30) Days following the Payment Due Date; provided that CenturyLink has first notified Customer in writing at least ten (10) Business Days prior to discontinuing the processing of orders for Services.

If CenturyLink continues to accept additional orders for Services on the date specified in such ten (10) Business Days’ notice, and Customer's non-compliance continues, nothing contained herein shall preclude CenturyLink's right to refuse to accept additional orders for Services from Customer at any time prior to Customer’s cure of such non-compliance without further notice. For order processing to resume, Customer will be required to cure any breach and make full payment of all past-due charges for Services not disputed in good faith under this Agreement, and CenturyLink may require a deposit (or recalculate the deposit) pursuant to Section 8.5. In addition to other remedies that may be available at law or equity, CenturyLinkreserves the right to seek equitable relief including injunctive relief and specific performance. Upon cure of the breach or lack of payment resulting in the suspension of order processing, CenturyLink shall resume processing orders for Services from Customer within one (1) Business Day.

8.3 **Disconnection of Service**. CenturyLink may disconnect any Services provided under this Agreement for any breach by Customer of this Agreement that is not cured by Customer in accordance with Section 11 herein, including without limitation, failure by Customer to make full payment for such Services, less any good faith disputed amount as provided for in this Agreement, within thirty (30) Days following the Payment Due Date provided that CenturyLink has first notified Customer in writing at least ten(10) Business Days prior to disconnecting Services. Customer will pay the applicable charge set forth under this Agreement required to reconnect Services for each End User Customer disconnected pursuant to this Section 8.3. In case of such disconnection, all applicable undisputed charges, including termination charges, will become due and payable. If CenturyLink does not disconnect Customer's Service on the date specified in the ten (10) Business Days’ notice, and Customer's noncompliance continues, nothing contained herein shall preclude CenturyLink's right to disconnect any or all Services. For reconnection of the Service to occur, Customer will be required to make full payment of all past and current undisputed charges under this Agreement for Services and CenturyLink may require a deposit (or recalculate the deposit) pursuant to Section 8.5. In addition to other remedies that may be available at law or equity, CenturyLink reserves the right to seek equitable relief, including injunctive relief and specific performance. Notwithstanding the foregoing, CenturyLink will not affect a disconnection pursuant to this Section 8.3 in such manner that Customer may not reasonably comply with Applicable Law concerning End User Customer disconnection and notification, provided that, the foregoing is subject to Customer’s reasonable diligence in effecting such compliance.

8.4 **Billing Disputes**.Should Customer dispute, in good faith, and withhold payment on any portion of the charges under this Agreement, Customer will notify CenturyLink in writing within fifteen (15) Days following the Payment Due Date identifying the amount, reason and rationale of such dispute. Billed amounts for which written, itemized, good faith disputes or claims have been filed are not due for payment unless and until such disputes or claims have been escalated for resolution and resolved in accordance with the dispute resolution provisions set forth in Section 25 of this Agreement. Regardless of the status of any disputes, Customer shall 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 prior to invoking any other rights or remedies.

 8.4.1 *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 the disputed charges have been withheld and the dispute is resolved in favor of CenturyLink, Customer will pay the disputed amount and applicable late payment charges no later than within thirty (30) Days after the date of such dispute resolution. 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.

8.4.2 *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.

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

8.5 **Security Deposits**. CenturyLink will not seek a deposit upon execution of this Agreement. In the event of a material adverse change in Customer’s financial condition subsequent to the Effective Date of this Agreement, CenturyLink may request a security deposit. A “material adverse change in financial condition” means: (i) Customer is Repeatedly Delinquent in making its payments; or (ii) Customer is being reconnected after a disconnection of Service or discontinuance of the processing of orders by CenturyLink due to a previous failure to pay undisputed charges in a timely manner or due to the failure by Customer to cure a breach of this Agreement in a timely manner. "Repeatedly Delinquent" means any payment of a material amount of total monthly Billing under this Agreement received after the Payment Due Date, three (3) or more times during the preceding twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period based upon recent Billing. The deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to CenturyLink, or some other form of mutually acceptable security such as a cash deposit. The deposit may be adjusted by Customer’s actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event, will the security deposit exceed five million dollars ($5,000,000.00). Required deposits are due and payable within thirty (30) Days after demand and non-payment is subject to the terms and provisions of Section 8.2 and Section 8.3 of this Agreement.

8.6 **Interest on Deposits**. Any interest earned on cash deposits will be credited to Customer in the amount actually earned or at the rate set forth in Section 8.7 below, whichever is lower, except as otherwise required by law, provided that, for elimination of doubt, the Parties agree that such deposits are not subject to state laws or regulations relating to consumer or End User Customer cash deposits. Cash deposits and accrued interest, if applicable, will be credited to Customer's account or refunded, as appropriate, upon theearlier of the expiration of the term of this Agreement or the establishment of satisfactory credit with CenturyLink, which will generally be one full year of consecutive timely payments of undisputed amounts in full by Customer. Upon a material change in financial standing, Customer may request, and CenturyLink will consider, a recalculation of the deposit. The fact that a deposit has been made does not relieve Customer from any requirements of this Agreement.

8.7 **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.

**9.** **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.

**10.** **Customer Contacts**. Customer, or Customer's authorized agent, shall be the single point of contact for its End User Customers' 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 User Customers that they are End User Customers of Customer and CenturyLink shall not represent or infer otherwise, but this shall 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 User Customers. Customer's End User Customers 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 shall be deemed to prohibit CenturyLink or Customer from discussing its products and services with Customer's or CenturyLink's End User Customers who call the other Party in order to gain information on, or to switch to, such products and services.

**11.** **Termination**.

##  Termination. A Party may immediately terminate this Agreement without liability and without prejudice to any other right or remedy of the Parties under the following circumstances:

###  For CenturyLink only, if Customer has had all of its Services disconnected pursuant to Section 8 and further fails to cure the breach of the payment terms within thirty (30) Days after written notice from CenturyLink;

### The other Party fails to cure any other material breach of this Agreement, if capable of cure, within thirty (30) Days after written notice from the non-breaching Party;

### The other Party provides false or deceptive information establishing, providing, using or paying for Services or engages in false, deceptive, fraudulent, or harassing activities when establishing, providing, using or paying for Services; or

### The other Party fails to comply with Applicable Law and such noncompliance prevents the non-breaching Party’s performance under the Agreement;

### The other Party does not generally meet its undisputed obligations, including judgments, to third parties as those obligations become due;

### The other Party becomes subject to a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary;

### The other Party makes an assignment for the benefit of creditors; or

### The other Party becomes Insolvent. For purposes of this Agreement, the term “Insolvent” shall mean:

### The other Party does not meet its undisputed obligations, including judgments, to third parties as those obligations become due; or

### The other Party’s stock, or the stock of the other Party’s parent Affiliate, is involuntarily removed or delisted from a trading exchange.

## Effect of Termination on Liabilities. Notwithstanding the terms and conditions of Section 11.1 for terminating this Agreement, termination of this Agreement for any cause does not release either Party from any liability that:

### at the time of termination, has already properly accrued to the other Party, including, without limitation, all invoices, charges, and Services properly provided up to the termination date, whether or not invoiced by the termination date;

### may accrue in respect of any act or omission before termination; or

### from any obligation that is expressly stated to survive termination, including, without limitation, any obligation that accrues during the Post Termination Period.

* 1. **End User Customer Notices** In the event CenturyLink terminates Service to Customer for any of the reasons delineated in this Agreement, Customer shall provide any and all notices required under applicable law to its End User Customers. In no event shall CenturyLink be responsible to provide any notice of a termination of this Agreement to Customer’s End User Customers.

**12.** **Limitation of Liability**.

12.1 Customer’s exclusive remedies for claims under this Agreement are limited to Customer’s proven direct damages, unless Customer’s damages for service failures are otherwise limited by this Agreement to outage credits or other service credits, in which case CenturyLink’s total liability will not exceed the aggregate amount of any applicable credits due.

12.2 Except for indemnification and confidentiality, obligations under this Agreement, neither Party shall be liable to the other for indirect, incidental, consequential, exemplary, punitive, or special damages, including, without limitation, damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including, without limitation, negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

12.3 Nothing contained in this Section 12 will limit either Party’s liability to the other for willful misconduct, provided that, a Party’s liability to the other Party pursuant to the foregoing exclusion, other than direct damages, will be limited to a total cap equal to one hundred per cent (100%) of the annualized run rate of total amounts charged by CenturyLink to Customer under this Agreement.

12.4 CenturyLink will incur no liability to Customer for any withdrawal of, interference with, or degradation to Service provided to Customer's End User Customers caused by CenturyLink's deployment of Remote-Based DSL. Notwithstanding the foregoing, CenturyLink shall use commercially reasonable efforts to resolve any issues as a result of the deployment of Remote-Based DSL.

**13.** **Indemnification**.

13. 1 **Indemnity**. The Parties agree that unless otherwise specifically set forth in this Agreement, the following constitute the sole indemnification obligations between and among the Parties:

 13.1.1 *General*. Each Party (the “Indemnifying Party”) agrees to release, indemnify, defend and hold harmless the other Party and each of its Affiliates and its and their officers, directors, employees and agents (each, an “Indemnified Party”) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees) (individually a “Claim” and collectively the “Claims”), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

 13.1.2 *End User Customer Claims*. In the case of any Claim(s) alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such Claim(s) (the Indemnifying Party) shall defend and indemnify each Indemnified Party against any and all such Claim(s) by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or willful misconduct of the Indemnified Party. The obligation to indemnify with respect to Claim(s) of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

13.2 **Indemnification Procedures**. The indemnification provided herein is conditioned upon the following:

 13.2.1 *Notification*. The Indemnified Party will promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.

 13.2.2 *Defense*. If the Indemnifying Party wishes to defend against such Claim, it will give written notice to the Indemnified Party of acceptance of the defense of such Claim. In such event, the Indemnifying Party has sole authority to defend any such action, including the selection of legal counsel (provided that such counsel must be reasonably acceptable to the Indemnified Party), and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the Claim, the Indemnified Party has the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party will be available to the other Party with respect to any such defense.

 13.2.3 *Settlement of Claims*. In no event will the Indemnifying Party settle or consent to any judgment for relief other than monetary damages pertaining to any such Claim without the prior written consent of the Indemnified Party. In the event that the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense; provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

**14.** **Limited Warranties**.

14.1 Each Party will provide suitably qualified personnel to perform its obligations under this Agreement and provide all Services hereunder in a good and workmanlike manner and in material conformance with all Applicable Laws.

14.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND PROVIDED BY ANY SERVICE LEVEL AGREEMENT FOR A SERVICE, CENTURYLINK SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. CENTURYLINK SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

**15**. **Relationship; Independent Contractors**. Except to the limited extent expressly provided in this Agreement, neither Party has the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other or otherwise act on the other’s behalf. The relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise. Each Party is acting as an independent contractor and will have exclusive control of the manner and means of performing its obligations. Notwithstanding anything herein to the contrary, CenturyLink reserves the right, in its sole discretion, to modify or change the name of the Services.

**16. Assignment**.

16.1 Either Party may assign this Agreement without the other Party’s prior written consent: (i) in connection with the sale of all or substantially all of its assets; (ii) to the surviving entity in any merger or consolidation; (iii) to an entity that it controls, is controlled by, or it commonly controls; or (iv) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such Party gives the other Party thirty (30) Days prior written notice of such assignment and that the assignee acknowledges in writing its assumption of the obligations of the assignor hereunder. Any assignee of 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 (e.g., D&B, S&P, etc.). Any other assignment will require the prior written consent of the other Party, which will not be unreasonably withheld.

16.2 In the event that CenturyLink transfers to any unaffiliated party exchanges, including End User Customers that Customer serves in whole or in part through Services provided by CenturyLink under this Agreement, CenturyLink will ensure that the transferee serves as a successor to and fully performs all of CenturyLink's responsibilities and obligations under this Agreement for a period of ninety (90) Days from the effective date of such transfer or until such later time as the FCC may direct pursuant to the FCC's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, CenturyLink will use its best efforts to facilitate discussions between Customer and the transferee with respect to the transferee's assumption of CenturyLink's obligations after the transition period set forth above in accordance with the terms and provisions of this Agreement.

**17.** **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 User Customers, the other Party agrees to reasonably assist that Party in complying with such obligations and requirements.

**18.** **Survival**. The expiration or termination of this Agreement does not relieve either Party of those obligations that by their nature are intended to survive.

**19.** **Confidentiality/ Nondisclosure**.

19.1 Neither Party will, without the prior written consent of the other Party: (i) issue any public announcement regarding, or make any other disclosure of the terms of, this Agreement or use the name or marks of the other Party or its Affiliates; or (ii) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party. Consent may only be given on behalf of a Party by its legal department. However, a Party may disclose Confidential Information if required to do so by a governmental and/or regulatory agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing Party gives the non-disclosing Party reasonable prior written notice and the receiving Party will cooperate with the disclosing Party to seek or take appropriate protective measures and will make such disclosure in a manner to best protect the Confidential Information from further disclosure. Notwithstanding the foregoing, if reporting or filing obligations or requirements are imposed upon CenturyLink by any regulatory agency in connection with this Agreement, Customer agrees to provide reasonable assistance to CenturyLink in complying with such obligations and requirements, as reasonably required by CenturyLink. CenturyLink’s compliance with any regulatory filing obligation will not constitute a violation of this Section 19. 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.

19.2 All Confidential Information will remain the property of the disclosing Party. Upon request by the disclosing Party, the receiving Party will return all tangible copies of Confidential Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes. A Party who receives Confidential Information via an oral communication may request written confirmation that the material is Confidential Information. A Party who delivers Confidential Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Confidential Information. Each Party has the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party will from that time forward, treat such information as Confidential Information.

19.3 Each Party will keep all of the other Party's Confidential Information confidential and will disclose it on a need to know basis only. Each Party will use the other Party's Confidential Information only in connection with this Agreement and in accordance with Applicable Law. Neither Party will use the other Party's Confidential Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. If either Party loses, or makes an unauthorized disclosure of, the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

19.4 Nothing herein should be construed as limiting either Party's rights with respect to its own Confidential Information or its obligations with respect to the other Party's Confidential Information under Section 222 of the Act.

## 19.5Ownership of Customer End User Customer Information. In addition to, and not in limitation of, the preceding provisions of this Section 19, CenturyLink acknowledges and agrees that all Customer Subscriber Information is the Confidential Information of and is proprietary to Customer and will be treated with the same degree of care by CenturyLink as CenturyLink uses to treat CenturyLink’s End User Customer information, but at least a reasonable degree of care; provided that the Parties acknowledge and agree that: (i) Customer Proprietary Network Information, as such term is defined in applicable FCC rules and regulations (“CPNI”) shall be the confidential Information of both Parties; and (ii) certain other information with respect to Customer End User Customers that CenturyLink possessed  prior to the activation of such End User Customer by Customer (“Prior Information”) shall be the Confidential Information of CenturyLink and may additionally become the Confidential Information of Customer if Customer learns such Prior Information as a result of its interactions with its End User Customers or as a result of performing its obligations under this Agreement. As used herein the term “Customer Subscriber Information” means information relating to Customer’s End User Customers including, without limitation, any “personal information,” “personally identifiable information,” or information of a similar character (in each case as defined by Applicable Law), the fact that an individual is or was a Customer End User Customer, CPNI, activation and suspension of service histories, credit and payment histories and profiles, and other comparable information in each case related to the End User Customer.

19.6 **Effective Date of this Section**. Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

19.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies are not the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but are in addition to all other remedies available at law or in equity.

19.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Confidential Information or its obligations with respect to the other Party's Confidential Information under Section 222 of the Act.

**20.** **Waiver**. Except as otherwise provided herein, neither Party’s failure to enforce any right or remedy available to it under this Agreement will be construed as a waiver of such right or a waiver of any other provision hereunder.

**21.** **INTENTIONALLY LEFT BLANK**

**22.** **Notices**. Any notices required by or concerning this Agreement will be in writing and will be sufficiently given if delivered personally, delivered by prepaid overnight express service, sent by facsimile with electronic confirmation, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to CenturyLink and Customer at the addresses shown on the cover sheet of this Agreement. Notwithstanding anything herein to the contrary, CenturyLink may provide notice via email or by posting to CenturyLink’s website: (i) without duplicate written notification for: (a) marketing notices; or (b) notices regarding changes in maintenance windows;

**23.** **Force Majeure**. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (each, a “Force Majeure Event”). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide Service to each other at a level equivalent to the level they provide themselves. Customer is entitled to outage credits that it may seek through the normal billing dispute process for Services provided solely during the course of a Force Majeure Event. If the force majeure event continues for five (5) calendar days or more and CenturyLink has not mitigated or removed the force majeure event or such mitigation or removal of such force majeure event is not reasonably likely to occur in such 5-day period, in Customer’s reasonable judgment, Customer may terminate any affected Services upon written notice and without liability.

**24.** **Law**.

24.1 **Governing Law**. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement.

24.2 **Legal Positions; Changes in Law**.

24.2.1. The provisions in this Agreement are intended to be in compliance with and based on the existing state of Applicable Law as of the Effective Date (the “Existing Rules”). Nothing in this Agreement shall be deemed an admission by CenturyLink or Customer concerning the interpretation or effect of the Existing Rules or an admission by CenturyLink or Customer that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or stop CenturyLink or Customer from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified.

 24.2.2 If any change in Applicable Law materially impairs a Party’s ability to perform or obtain a benefit under this Agreement, both Parties agree to negotiate in good faith such changes to the Agreement as may be necessary to address such material impairment.

**25. Dispute Resolution**.

25.1 **Negotiation by Representatives**. The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will, within ten (10) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by business representatives who are not attorneys, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives pursuant to this Section 25 shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state rules of evidence, shall be exempt from discovery and production, and shall not be admissible in any subsequent proceedings without the concurrence of both Parties.

25.2 **Civil Action**. If the designated representatives have not reached a resolution of the dispute within twenty (20) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action. Any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and shall otherwise be brought in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them.

25.3 **Waiver of Jury Trial and Class Action**. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to: (i) a trial by jury in any court action arising among the Parties, whether under or otherwise related to this Agreement, and whether made by claim, counterclaim, third party claim or otherwise; and (ii)any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

25.4 **Finality of Billing**. All amounts invoiced by a Party, including without limitation, amounts invoiced pursuant to Section 8 of the Agreement, will be deemed final and uncontestable by the other Party, unless the invoiced Party disputes such charges and/or calculations in writing within three-hundred sixty-five (365) Days following the date of the applicable invoice.

**26.** **Headings**. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

**27.** **Authorization**. Each Party represents and warrants that:

i. the full legal name of the legal entity intended to provide and receive the benefits and Services under this Agreement is accurately set forth herein;

ii. the person signing this Agreement has been duly authorized to execute this Agreement on that Party’s behalf;

iii. the execution hereof is not in conflict with Applicable Law, the terms of any charter, bylaw, articles of association, or any agreement to which such Party is bound or affected; and

iv. each Party may act in reliance upon any instruction, instrument, or signature reasonably believed by it to be authorized and genuine.

**28.** **Third Party Beneficiaries**. The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor will they be for the benefit of or enforceable by, any third party (including, without limitation, Customer’s Affiliates and End User Customers).

**29. Insurance**. Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from its operations for which that Party has assumed legal responsibility in this Agreement. If a Party or its parent company has assets equal to or exceeding ten billion dollars ($10,000,000,000), that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the ten billion dollar ($10,000,000,000) asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 29, to the extent its affiliated Party fails to meet such obligations.

29.1 Workers' compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than one hundred thousand dollars ($100,000) each accident.

29.2 Commercial general liability insurance covering claims for bodily injury, death, personal injury or property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate limit.

29.3 Each Party may be asked by the other to provide certificate(s) of insurance evidencing coverage, and thereafter shall provide such certificate(s) upon request. Such certificates shall:

i. name the other Party as an additional insured under commercial general liability coverage;

ii. indicate that coverage is primary and not in excess of, or contributory with, any other valid and collectible insurance purchased by such Party; and

iii. acknowledge severability of interest/cross liability coverage.

**30. Communications Assistance Law Enforcement Act of 1994**. Each Party represents and warrants that any equipment or Services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act under Section 229 of the Act. Each Party will indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and will at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or Services provided to the other Party under this Agreement to ensure that such equipment, facilities and Services fully comply with the Communications Assistance for Law Enforcement Act.

**31. Entire Agreement; Controlling Document**. This Agreement (including all schedules, exhibits or attachments and other documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, including but not limited to, any term sheet or memorandum of understanding entered into by the Parties, to the extent they relate in any way to the subjects of this Agreement.

**32. Cooperation on Fraud**. The Parties agree that they shall 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.

**33. Amendment.** This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

**34. Severability**. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

**35. Construction.** The parties agree that this Agreement will not be construed against the drafter since each Party has sufficient business experience and has had sufficient opportunity to seek the assistance of legal counsel prior to the execution of the Agreement.

**36. Remedies Cumulative.** All rights and remedies of the Parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. For clarity, the exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

**ATTACHMENT 1- DEFINITIONS**

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"Applicable Law" means all laws, statutes, common law including, but not limited to, the Act, the regulations, rules, and final orders of the FCC, a state regulatory authority, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or a state regulatory authority.

“Asymmetric Digital Subscriber Line” (ADSL) is one form of the Digital Subscriber Line technology, a data communications technology that enables faster data transmission over copper telephone lines than a conventional voice band modem can provide. It does this by utilizing frequencies that are not used by a voice telephone call.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

“Business Day(s)” means the days of the week excluding Saturdays, Sundays, and any day on which banks located in New York, New York are closed for business.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

“Claim” or “Claims” shall have the meaning set forth in Section 13.1.1.

“Collecting Party” shall have the meaning set forth in Section 6.2.3.

“Confidential Information” means any information that is not generally available to the public, whether of a technical, business, or other nature and that: (i) the receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing Party; and/or (ii) 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.

“Customer” means the Person purchasing a Telecommunications Service or an information service or both from a Carrier.

“Contesting Party” shall have the meaning set forth in Section 6.2.3.

"Day" means a calendar day unless otherwise specified.

“DSL” means Digital Subscriber Line, as more particularly described in Attachment 2.

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service or information service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

“Ethernet” is a family of frame-based computer networking technologies for local area networks. The name came from the physical concept of the ether. It defines a number of wiring and signaling standards for the physical layer of the OSI networking model as well as a common addressing format and media access control at the data link layer.

“Existing Rules” shall have the meaning set forth in Section 24.2.1.

"FCC" means the Federal Communications Commission.

“Force Majeure Event” shall have the meaning set forth in Section 23.

“Indemnified Party” shall have the meaning set forth in Section 13.1.1.

“Indemnifying Party” shall have the meaning set forth in Section 13.1.1.

“Initial Term” shall have the meaning set forth in Section 3.1.

“Insolvent” shall have the meaning set forth in Section 11.1.8.

“Payment Due Date” shall have the meaning set forth in Section 8.1.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

“Proof of Authorization” shall have the meaning set forth in Section 4.3 of this Agreement.

"Remote-Based DSL" refers to a network architecture where the DSLAM serving End User Customers is not located in the Serving Wire Center. The DSLAM is generally located in a cabinet outside of the Serving Wire Center.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

“Tax” or “Taxes” shall have the meaning set forth in Section 6.2.1.

"Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Term” shall have the meaning set forth in Section 3.1.

“Very-high-bit rate Digital Subscriber Line” or “VDSL” is a DSL technology providing faster data transmission (up to 52 Mbit/s downstream and 16 Mbit/s upstream) over a single flat untwisted or twisted pair of copper wires. These fast speeds mean that VDSL is capable of supporting high bandwidth applications such as HDTV, as well as telephone services (voice over IP) and general Internet access, over a single connection. VDSL is deployed over existing wiring used for POTS and lower-speed DSL connections.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in this Agreement, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

**Exhibit A**

**Legacy CenturyLink Legal Entity List**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CenturyLink Legal Entity Names - ENTITY LIST (By State)**  | **ILECCT** | **ILECEQ** | **ILECQ** | **T-CO** | **Secondary T-CO** |
| **ALABAMA** |  |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 800 | 801, 802 |
| Gulf Telephone Company d/b/a CenturyLink | X |   |   | 821 |   |
| **ARIZONA** |   |  |  |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **ARKANSAS** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 044, 092, 039, 087, 049 |  093, 094, 090, 091 |
| **CALIFORNIA** |   |   |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 144 |   |
| **COLORADO** |   |   |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 110, 149 |   |
| The El Paso County Telephone Company d/b/a CenturyLink |   |   | X |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **FLORIDA** |   |  |  |   |   |
| Embarq Florida, Inc. d/b/a CenturyLink |   | X |   |   |   |
| **GEORGIA** |   |  |  |   |   |
| Coastal Utilities, Inc. d/b/a CenturyLink | X |   |   | 822 |   |
| **IDAHO** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 148, 083 |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **ILLINOIS** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 820 |   |
| **INDIANA** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 065, 061 |   |
| United Telephone Company of Indiana, Inc. d/b/a CenturyLink |   | X |   |   |   |
| **IOWA** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 079, 165 |   |
| Embarq Missouri, Inc. d/b/a CenturyLink |   | X |   |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **KANSAS**  |   |  |  |   |   |
| Embarq Missouri, Inc. d/b/a CenturyLink |   | X |   |   |   |
| United Telephone Company of Kansas d/b/a CenturyLink |   | X |   |   |   |
| United Telephone Company of Southcentral Kansas d/b/a CenturyLink |   | X |   |   |   |
| United Telephone Company of Eastern Kansas d/b/a CenturyLink |   | X |   |   |   |
| **LOUISIANA** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 056 |   |
|  |  |  |  |  |  |
| **MICHIGAN** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 069, 100, 127, 163 |   |
| **MINNESOTA** |  |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 164 |   |
| Embarq Minnesota, Inc. d/b/a CenturyLink |   | X |   |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **MISSISSIPPI** |  |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 085, 042 |   |
| **CenturyLink Legal Entity Names - ENTITY LIST (By State)**  | **ILECCT** | **ILECEQ** | **ILECQ** | **T-CO** | **Secondary T-CO** |
| **MISSOURI** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 803, 095 |   |
| Embarq Missouri, Inc. d/b/a CenturyLink |   | X |   |   |   |
| **MONTANA** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 146 |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **NEBRASKA** |   |  |  |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| United Telephone Company of the West d/b/a CenturyLink |   | X |   |   | 804, 805, 806,807 |
| **NEVADA** |   |  |  |   |   |
| Central Telephone Company d/b/a CenturyLink |   | X |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 147 |   |
| **NEW JERSEY** |   |  |  |   |   |
| United Telephone Company of New Jersey, Inc. d/b/a CenturyLink |   | X |   |   |   |
| **NEW MEXICO**  |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 112 |   |
| Qwest Corporation |   |   | X |   |   |
| **NORTH CAROLINA** |   |  |  |   |   |
| Carolina Telephone & Telegraph Company LLC d/b/a CenturyLink |  | X |   |   |   |
| Central Telephone Company d/b/a CenturyLink |  | X |   |   |   |
| Mebtel, Inc. d/b/a CenturyLink | X |   |   | 823 |   |
| **NORTH DAKOTA** |   |  |  |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **OHIO** |   |  |  |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 120 |   |
| United Telephone Company of Ohio d/b/a CenturyLink |   | X |   |   |   |
| **OKLAHOMA** |   |   |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   |   |   |
| **OREGON** |   |   |   |   | 824 |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 144, 145 |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| United Telephone Company of the Northwest d/b/a CenturyLink |   | X |   |   |   |
| **PENNSYLVANIA** |   |   |   |   |   |
| The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink |   | X |   |   |   |
| **SOUTH CAROLINA**  |   |   |   |   | 090, 091 |
| United Telephone Company of the Carolinas LLC d/b/a CenturyLink |   | X |   |   |   |
| **SOUTH DAKOTA** |   |   |   |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **TENNESSEE** |   |   |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 085, 033, 119 |   |
| United Telephone Southeast LLC d/b/a CenturyLink |   | X |   | 864 |   |
| **TEXAS** |   |   |   |   |   |
| Central Telephone Company of Texas, Inc. d/b/a CenturyLink |  | X |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 137, 032, 125 |   |
| United Telephone Company of Texas, Inc. d/b/a CenturyLink |   | X |   |   |   |
| **UTAH** |   |   |   |   |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| **VIRGINIA** |   |   |   |   |   |
| Central Telephone Company of Virginia d/b/a CenturyLink |   | X |   |   |   |
| United Telephone Southeast LLC d/b/a CenturyLink |   | X |   |   |   |
| **CenturyLink Legal Entity Names - ENTITY LIST (By State)**  | **ILECCT** | **ILECEQ** | **ILECQ** | **T-CO** | **Secondary T-CO** |
|  |  |  |  |  |  |
| **WASHINGTON** |   |   |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 141, 142, 143 |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| United Telephone Company of the Northwest d/b/a CenturyLink |   | X |   |   |   |
| **WISCONSIN**  |   |   |   |   |   |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 097, 073, 105, 106, 162, 108, 111, 109, 072, 070 |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| Telephone USA of Wisconsin, LLC d/b/a CenturyLink | X |   |   | 167 |   |
| **WYOMING** |   |   |   |   | 156, 157, 158, 159, 160, 161 |
| CenturyTel Broadband Services, LLC d/b/a CenturyLink | X |   |   | 150 |   |
| Qwest Corporation d/b/a CenturyLink QC |   |   | X |   |   |
| United Telephone Company of the West d/b/a CenturyLink of the West |   | X |   |   |   |
|  |  |  |  |  |  |

**ATTACHMENT 2 CENTURYLINK WHOLESALE BROADBAND SERVICE ATTACHMENT**

**1.0** CenturyLink will provide wholesale CenturyLink Wholesale Broadband Service (the “Service”), to those qualified residential and business End User Customers as determined by CenturyLink’s standard qualification process according to the terms and conditions set forth in the Wholesale Broadband Service Agreement between the Parties (the “Agreement”) and in this Attachment 2 to the Agreement, which is incorporated into and made a part of the Agreement (this “Attachment”). Except as otherwise set forth in this Attachment, capitalized terms used but not otherwise defined herein have the definitions assigned to them in the Agreement.

**1.1** **Service** **Description**

1.1.1 The Service utilizes a number of access protocols including without limitation, Asymmetric Digital Subscriber Line (ADSL2+) and Very-high-bit rate [Digital](http://en.wikipedia.org/wiki/Digital_subscriber_line) Subscriber Line (VDSL2 and any other access technologies approved by ATIS. Service is offered at different speeds based on the “downstream” and “upstream” speed combinations chosen by the Customer.

1.1.2 Ethernet technologies are used to allow transmission of voice and data over a single local loop and provide End User Customers continuous, dedicated access to an Internet Service Provider (“ISP”). For any Service utilizing Ethernet technologies, CenturyLink must be the ISP.

1.1.3 Pure Broadband Service also referred to asstandalone or dry loop is strictly a data service and does not include analog voice transmission capabilities or 911 services.

1.1.4 Currently Offered Service Tiers – See <http://www.centurylink.com/aboutus/legal/privacypolicy.html> for links to CenturyLink’s published policies related to this service.

 **Service Tiers offered as Pure Broadband (no voice line, data only)**

|  |  |
| --- | --- |
| **Residential:**500Kbps1.5Mbps3Mbps6Mbps10Mbps 15Mbps20Mbps30Mbps40Mbps60Mbps80Mpbs100Mbps140Mbps200Mbps500Mbps750Mbps940Mbps  | **Business:**500Kbps1.5Mbps 3Mbps6Mbps10Mbps15Mbps20Mbps30Mbps40Mbps60Mbps80Mpbs100Mbps140Mbps200Mbps500Mbps750Mbps940Mbps |

* 1. **Intentionally Left Blank**

**1.3** **Authority**

Customer may: (i) order Service for End User Customers not receiving Service from CenturyLink immediately prior to the time of receiving Service from Customer pursuant to this Agreement (each a “New Signup”); or (ii) convert existing CenturyLink retail End User Customers who are receiving Service from CenturyLink immediately prior to the time of receiving Service from Customer pursuant to this Agreement (each a “Conversion“), in either case, where qualified. For clarity, CenturyLink’s retail high speed internet service offerings, marketing, sales, and/or pricing promotions are not available under the Agreement.

1. **Terms and Conditions**

**2.1** **Responsibilities for provisioning of Service**

 The Parties agree that the following allocation of responsibilities shall apply to the provisioning of Service to Customer’s residential and business End User Customers:

1. CenturyLink will install and maintain DSL or other broadband technology for such End User Customer up to the Network Interface Device. As used herein, the term “Network Interface Device” or “NID” (which may or may not include an optical networking terminal) is a device installed by CenturyLink at the demarcation point between the End User Customer’s premises and CenturyLink’s outside plant facilities to link the customer’s premises’ wiring to such outside plant facilities. In the event that a NID is not present, CenturyLink will install one and ensure service is delivered to the NID;
2. As part of its order for the Service, Customer must order a “full installation,” as set forth in the Product Catalog, which will include a modem from CenturyLink and may include Inside Wiring, jacks, and/or filters, as needed for up to 1 jack, in CenturyLink’s sole discretion. As used herein, the term “Inside Wire” shall mean the telephone wire or cable, along with necessary incidental supplies associated therewith and excluding CPE (as defined below), located within the residential and/or business End User Customer’s contiguous premises such End User Customer’s side of the NID or other distinguishable point of demarcation.
3. Customer is responsible for all requested work activities at the End User Customer premises and shall obtain all permissions and authorizations that may be necessary for any work activities performed by CenturyLink at the End User Customer premises.
4. All negotiations with the End User Customer and or premises owner are solely the responsibility of Customer.  Customer’s use of a Letter of Authorization or similar document with the End User Customer shall not alter Customer’s obligations under this Agreement.  Furthermore, Customer agrees to release, indemnify, defend and hold harmless each CenturyLink Indemnitee in accordance with the terms and provisions of Section 13 of the WBSA Agreement for any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement made, instituted, or asserted by any Person or entity resulting from Customer's breach of or failure to perform under this Section 2.1. A due date for delivery of Services cannot be established until CenturyLink receives an acceptable Letter of Authorization from Customer.
	1. **Customer Provided Equipment (“CPE”) and Minimum Service Requirements**

In order for the Service to function properly, the End-User Customer must be equipped with certain CPE including computers, software, and CenturyLink certified modems that meet CenturyLink’s minimum system requirements.

2.2.1 Customer will be solely responsible for initial End User Customer trouble isolation and resolution.  Customer must purchase certain modems, filters, adapters and installation instructions from CenturyLink pursuant to the terms of the Agreement and this Attachment.

2.2.2 CenturyLink will be responsible for modem fulfillment and Customer will be responsible for providing accurate address information to CenturyLink for modem fulfillment;

2.2.3 Customer acknowledges and agrees that installing or using the Service with CPE that does not meet CenturyLink’s minimum system requirements limits functionality, availability, and support and may damage such CPE.

* 1. **Service Conditions**

Customer and Customer’sEnd User(s) are subject to the CenturyLink High Speed Internet Subscriber Agreement, Acceptable Use Policy (AUP), and Excessive Use Policy (EUP) provided by CenturyLink. The Subscriber Agreement, AUP, and EUP are subject to change without notice and can be accessed below provided that any modification or change thereto shall be made with respect to all of CenturyLink’s End User Customers and not solely with respect to Customer’s End User Customers.

* <http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>
* <http://www.centurylink.com/aboutus/legal/internet-service-disclosure/full-version.html>
* <http://www.centurylink.com/legal/en/highspeedinternetsubscriberagreement_LQ.html>
	1. **Broadband Service Technology**

In certain areas, CenturyLink is changing or upgrading its network to differing technologies to support different speeds. CenturyLink shall follow FCC guidelines regarding the disclosure requirements therefore.

* 1. **Name Change** CenturyLink reserves the right at any time to modify or change the name(s) of the Service.
	2. **Service Withdrawal**

Nothing in the Agreement or in this Attachment precludes CenturyLink from withdrawing or discontinuing the availability of any high speed internet service and/or any related technology from its retail End User Customers. In the event of any such withdrawal and/or discontinuation of high speed internet service and/or any related technology, it is expressly agreed and understood that CenturyLink may also, in its sole and absolute discretion, withdraw the availability of any equivalent Service and/or any equivalent supporting technology under the Agreement.

1. **Changes to Service Availability and Rates**

Provided that any such changes are made with respect to all of CenturyLink’s End User Customers or CenturyLink’s wholesale customers and not solely with respect to Customer’s End User Customers or Customer, as applicable, upon thirty (30) days’ notice, CenturyLink may introduce new Services, modify existing Services, and/or any of the terms and conditions contained in any CenturyLink documentation.

## Rates and Charges for Service

## For each Service provided to a Customer End User Customer provided by CenturyLink pursuant to this Agreement, Customer will be billed for the specific monthly recurring rates (the “Rates”) and any associated ancillary non-recurring charges (each a “NRC”) specified in Attachment 3 to this Agreement. The rates are offered for services on a month to month basis, without requirements for term commitment lengths.

## Billing Statement

## CenturyLink will deliver a monthly statement for the Services in a standard Billing format or other such format as mutually agreed upon.

## Monthly Service Charge

## For billing purposes, all charges and fees for Services will be prorated based on the actual date of activation and/or disconnection of Service(s). Each month is presumed to have thirty (30) days.

##

## Responsibility for Billing Customer’s End User Customers

## Customer shall be solely responsible for billing its End User Customers all applicable charges for the Service and any surcharges required of Customer by applicable statute, regulation or other governmental authority. Customer shall determine the rate(s) it charges its End User Customers for the Service(s) in its sole and absolute discretion.

3.1.3 **Notice of Service Withdrawal**

Upon ninety (90) Days’ notice, the availability of Service(s) may be withdrawn if CenturyLink has also withdrawn the availability of similar high-speed internet service from its retail End User Customers. CenturyLink may reduce the foregoing notice period if such withdrawal is based upon new regulatory requirements.

## 3.1.4 Replacement Service

## If CenturyLink withdraws or eliminates the new ordering of any existing Service(s) defined in this Agreement, it will provide a replacement service that it deems equivalent to or better than the replaced service in a reasonable timeframe, based on its operational and business needs.

3.1.5 **Availability of Newer Speeds**
CenturyLink will provide faster speeds than the current offerings when available but no later than when said speeds are provided to any other wholesale customer serving the consumer market. CenturyLink may also choose to grandfather an existing Service(s) at its current speed and rate during the term of this Agreement. Any changes or modification would require ordering of an equivalent available Service(s). Should the Service(s) be withdrawn or eliminated in its entirety CenturyLink agrees to provide a replacement Service(s). CenturyLink agrees to provide replacement Service(s) deemed equal to or better than the existing Service(s).

1. **Ordering, Due Dates & Rejections**

## Customer understands and agrees that the sole methods of ordering the Services to the Customer’s residential and business End User Customers are as set forth in this Section 4 of Attachment 2:

## Submission of Orders

Customer will submit orders to CenturyLink for Customer’s residential and business End User Customer’s locations to receive the Service as described in Section 4.3. CenturyLink will reject and return to Customer any orders that CenturyLink cannot provision due to technical reasons, missing information or for other reasons as delineated elsewhere in this agreement. Orders for Service accepted by CenturyLink will be provided to Customer in a manner consistent with the same services it provides itself.

* 1. **System Support**

CenturyLink and Customer will work cooperatively to continue to provide CenturyLink interfaces and current operational business rules for the Service as such interfaces and rules may evolve over time. If CenturyLink maintains that changes to interfaces or rules are necessary, it will provide notice of such changes to Customers and the Parties will cooperatively implement such changes.

**4.3** **Ordering**

The Service is ordered according to the requirements in the Product Catalog for the Service, available at:

<http://www.centurylink.com/wholesale/pcat/wbsaresale.html>

The customer shall verify service is available according to the process outlined in the Product Catalog. For verified service address(s), the customer must use the processes identified in the Product Catalog for submission to provisioning. Customer is solely responsible for ensuring that accurate information sufficient for order processing is provided at the outset of the order request.

**4.4** Prior to placing an order on behalf of each End User Customer, Customer shall be responsible for obtaining and shall have in its possession a Proof of Authorization.

When CenturyLink or another provider of choice, at the End User Customer’s request, orders the disconnection of the End User Customer’s existing Service with Customer, CenturyLink will render its closing bill to Customer effective with the disconnection. CenturyLink will notify Customer by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to CenturyLink or another service provider. CenturyLink shall not provide Customer or CenturyLink retail personnel with the name of the other service provider selected by the End User Customer

**4.5** **Order Confirmation**

Upon submission of a successful order, CenturyLink shall supply customer a confirmation defining the service, circuit ID and committed installation date (FOC).

**4.6 Order of Ancillary Services**

The customer must order ancillary services including a CenturyLink modem, full tech installation and static IP address(s) on the Order Form. Static IP addresses only apply to Business WBSA.

**4.7 Order Visibility**

The customer shall use the processes identified in the Product Guide for visibility into completed/active orders.

**5.0 Maintenance; Network Management**

## 5.1 Maintenance of Facilities

## CenturyLink will maintain and repair its facilities and equipment that comprise the Service provided to Customer in a manner consistent with the same services it provides itself. Customer or its End User Customers may not rearrange, move, disconnect or attempt to repair CenturyLink facilities or equipment, other than by connection or disconnection to any interface between CenturyLink and the End User Customer, without the written consent of CenturyLink.

## 5.2 Repairs of Facilities

## Without limiting the generality of Section 5.1, CenturyLink shall repair and restore any equipment or any other maintainable component that may adversely impact Customer’s use of the Service, except that CenturyLink may not be able to restore Service in the event of interference or degradation caused by deployed access technologies or due to the withdrawal and/or discontinuation of CenturyLink’s retail high speed internet service and/or any related technology. CenturyLink and Customer shall cooperate with each other to implement procedures and processes for handling service-affecting events.

 5.2.1 Reporting Repair Issues – Customer will report trouble or repair issues using the following methods:

By Telephone – At numbers as posted on <http://www.centurylink.com/wholesale/clecs/customercontacts.html>, as of the Effective Date, for Qwest Corporation End User locations, 800-247-7285, for other CenturyLink entity End User locations, 800-786-6272.

Online Chat For Qwest Corporation End User locations - <http://www.centurylink.com/wholesale/customerservice.html>

 For other CenturyLink End User Locations - <http://www.centurylink.com/wholesale/CTLcustomerservice.html>

## 5.3Network Management

## CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis.

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| **ATTACHMENT 3****WBSA Rates to Business End User Customers CT/EQ/Q**

|  |
| --- |
| Rates effective in the identified CenturyTel, Embarq and Qwest operating entities as defined in Exhibit A.Pure Broadband, no voice line. |
| **Category and Description** | **Contract Rate** |
| **CENTURYLINK HIGH-SPEED INTERNET® SERVICE - NO E-MAIL INCLUDED \***  |   |
| 500Kbps/250Kbps | $36.75 |
| 1.5Mbps/500Kbps | $36.75 |
| 3Mbps/500Kbps | $36.75 |
| 6Mbps/500Kbps | $36.75 |
| 10Mbps/750Kbps | $36.75 |
| 10Mbps/1Mbps | $36.75 |
| 10Mbps/10Mbps | $36.75 |
| 15Mbps750Kbps | $36.75 |
| 20Mbps/1.5Mbps | $44.25 |
| 30Mbps/1.5Mbps | $44.25 |
| 40Mbps/2Mbps | $59.00 |
| 40Mbps/40Mbps | $59.00 |
| 60Mbps/5Mbps | $89.00 |
| 80Mps/10Mbps | $89.00 |
| 100Mbps/10Mbps | $89.00 |
| 100Mbps/100Mbps | $89.00 |
| 140Mbps/20Mbps | $105.00 |
| 200Mbps/40Mbps | $129.00 |
| 200Mbps/200Mbps | $129.00 |
| 500Mbps/100Mbps | $159.00 |
| 500Mbps/500Mbps | $159.00 |
| 750Mbps/750Mpbs | $199.00 |
| 940Mbps/940Mbps | $199.00 |
| **Non-Recurring Charge Table \*** | **NRC** |
| CenturyLink Wi-Fi Capable Modem (under 40M) | $99.00 |
| CenturyLink Wi-Fi Capable Modem (40M and up to 1G) | $150.00 |
| DSL Activation | $19.99 |
| Technician Installation (under 40M) | $139.00 |
| Technician Installation (40M and up to 1G) | $243.00 |
| Static IP - Initial Setup charge | $37.50 |
| **PROMOTION - For orders submitted from May 20, 2019 through May 20, 2020, the following NRC rates would apply:** | **NRC** |
| CenturyLink Wi-Fi Capable Modem (all bandwidths) | **$99.00** |
| Technical Installation (all bandwidths) | **$99.00** |
| Activation Charge | $0.00 |
| **Monthly Recurring \*** | **MRC** |
| Static IP - 1 (for modem only) – monthly recurring | $5.00 |
| Static IP - 8 (5 usable) – monthly recurring | $10.00 |
| Static IP - 16 (13 usable) – monthly recurring | $20.00 |
| Static IP - 32 (29 usable) – monthly recurring | $32.00 |
| Static IP - 64 (61 usable) – monthly recurring | $64.00 |
| **\*Ancillary charges subject to change based upon 30 days written notice** |

 |  |

**ATTACHMENT 3**

**WBSA Rates to Residential End User Customers CT/EQ/Q**

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| --- |
| Rates effective in the identified CenturyTel, Embarq and Qwest operating entities as defined in Exhibit A. |
| Pure Broadband, no voice line. |
| **Category and Description** | **Contract Rate** |
| **CENTURYLINK HIGH-SPEED INTERNET® SERVICE - NO E-MAIL INCLUDED \*** |   |
| 500Kbps/250Kbps | $26.00 |
| 1.5Mbps/500Kbps | $26.00 |
| 3Mbps/500Kbps | $26.00 |
| 6Mbps/500Kbps | $26.00 |
| 10Mbps/750Kbps | $31.00 |
| 10Mbps/1Mbps | $31.00 |
| 10Mbps/10Mbps | $31.00 |
| 15Mbps/750Kbps | $31.00 |
| 20Mbps/1.5Mbps | $35.00 |
| 30Mbps/1.5Mbps | $35.00 |
| 40Mbps/2Mbps | $40.00 |
| 40Mbps/40Mbps | $40.00 |
| 60Mbps/5Mbps | $40.00 |
| 80Mbps/10Mbps | $40.00 |
| 100Mbps/10Mbps | $43.00 |
| 100Mbps/100Mbps | $43.00 |
| 140Mbps/20Mbps | $45.00 |
| 200Mbps/40Mbps | $45.00 |
| 200Mbps/200Mbps | $45.00 |
| 500Mbps/100Mbps | $60.00 |
| 500Mbps/500Mbps | $60.00 |
| 750Mbps/750Mbps | $72.00 |
| 940Mbps/940Mbps | $72.00 |
| **Non-Recurring Charge Table \*** |  **NRC** |
| CenturyLink Wi-Fi Capable Modem (under 40M) | $99.00 |
| CenturyLink Wi-Fi Capable Modem (40M and over) | $150.00 |
| DSL Activation | $3.99 |
| Technician Installation (under 40M) | $139.00 |
| Technician Installation (40M and over) | $243.00 |
| **PROMOTION - For orders submitted from May 20, 2019 through May 20, 2020, the following NRC rates would apply:** | **NRC** |
| CenturyLink Wi-Fi Capable Modem (all bandwidths) | $99.00 |
| Technical Installation (all bandwidths) | $99.00 |
| Activation Charge | $0.00 |
| **\*Ancillary charges subject to change based upon 30 days written notice** |  |