

Contract Number: 5252

Vendor: QWEST COMMUNICATIONS CO

Subject: CenturyLink Loyal Advantage Agreement

Department: IT

File Class: LEG 12-1

Begin Date: 5/8/2013

End Date: 5/7/2015

Review Date:

Vault Date: 2017

Comments:

CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between Qwest Communications Company, LLC d/b/a CenturyLink QCC, its Affiliates including, Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and City of Bremerton ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink QCC is signing on behalf of its Affiliate for the Affiliate Services identified in this Agreement. CenturyLink reserves the right to withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink before May 31, 2013 Using CenturyLink's electronic signature process for the Agreement is acceptable

CITY OF BREMERTON

Patricia Lent
 Authorized Signature
PATRICIA LENT
 Name Typed or Printed
Mayor
 Title
05/01/2013
 Date

**QWEST COMMUNICATIONS COMPANY, LLC DBA
 CENTURYLINK QCC**

Susan Baker
 Authorized Signature
Susan Baker
 Name Typed or Printed
Manager, Offer Management
 Title
5/8/2013
 Date

Customer's address for notices: City of Bremerton, 345 6th St. Suite 800, Bremerton, WA 98337

Customer's facsimile number: 360.473.5470

Person designated for notices: Kevin Matthew

1. **Services.** Customer may purchase the products and services ("Services") in the service exhibits ("Service Exhibits") attached to the Agreement. CenturyLink QC may be required to submit this Agreement, Service Exhibits, Pricing Attachments, and any subsequent addenda for Service to certain regulatory agencies for approval because the Rates or certain other terms are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Agreement Effective Date, those service-specific Rates and/or terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB terms become effective. If Customer receives reduced pricing under a Pricing Attachment and a regulatory agency later invalidates the ICB Terms after they became effective, Customer will pay CenturyLink QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The subject Service Exhibit, Pricing Attachment, and subsequent addenda containing the ICB Terms will remain in effect in all other jurisdictions. Each Service Exhibit or subsequent addenda will explain which Rates or terms are ICB. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

CenturyLink QCC Services:

- Domestic Voice Service Exhibit
- International Voice Service Exhibit

CenturyLink QC Services (CenturyLink QC Services are available only in CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming)

- ISDN PRS/DSS/UAS

2. **Term.** Customer selects the following "Initial Term" of the Agreement: two years ("Initial Term"), 600052 code (OLAGESZ). The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, CenturyLink QCC Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Term. Notwithstanding the preceding sentence, CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice if Regulatory Activity causes an increase in the rates for Customer's ordered CenturyLink QCC Services that materially and adversely affects Customer, then Customer may terminate the affected CenturyLink QCC Service upon 30 days' prior written notice to CenturyLink QCC without liability for Cancellation Charges for the affected Service; provided, however that Customer: (c) provides such notice within 30 days after the increase occurs; and (f) provides CenturyLink QCC 30 days to cure such increase. If Customer does not provide CenturyLink QCC such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section. The parties agree that the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions. The rates for any CenturyLink QC Service provided will be those in effect at the time the Service is installed and CenturyLink QC Services will renew at the rate and for the term specified in the applicable Tariff, RSS, or Service Exhibit.


4. **Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date or by the due date on the invoice if specified. Any amount not paid when OMR 6N55756 (OLAGESZ)

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CITY OF BREMERTON

QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC



Authorized Signature
PATTY LENT

Name Typed or Printed
MAYOR

Title
05/01/2013

Date

Authorized Signature

Name Typed or Printed

Title

Date

Customer's address for notices City of Bremerton, 345 6th St Suite 600, Bremerton, WA 98337

Customer's facsimile number 360 473 5470

Person designated for notices Kevin Matthew

1 Services Customer may purchase the products and services ("Services") in the service exhibits ("Service Exhibits") attached to the Agreement Centurylink QC may be required to submit this Agreement, Service Exhibits, Pricing Attachments, and any subsequent addenda for Service to certain regulatory agencies for approval because the Rates or certain other terms are being offered on an individual case basis ("ICB") Although the general terms and conditions of this Agreement are effective on the Agreement Effective Date, those service-specific Rates and/or terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled Service will be offered in accordance with the applicable Tariff until the ICB terms become effective If Customer receives reduced pricing under a Pricing Attachment and a regulatory agency later invalidates the ICB Terms after they became effective, Customer will pay Centurylink QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service When approved by the regulatory agencies, Customer may add additional quantities of Services under the same terms and conditions with no further filing required In the event a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval The subject Service Exhibit, Pricing Attachment, and subsequent addenda containing the ICB Terms will remain in effect in all other jurisdictions Each Service Exhibit or subsequent addenda will explain which Rates or terms are ICB The parties agree that any notation to the "CenturyLink Total Advantage™ Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below

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due is subject to late interest at the lesser of 1 5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees if Customer selects paper delivery of an invoice or when Customer's payment preferences deviate from CenturyLink's standard practices.

5 Confidentiality Except to the extent required by an open records act or similar law, neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement, or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement.

6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

7 Use of Name and Marks Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

8 Disclaimer of Warranties EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9 Limitations of Liability The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1 Consequential Damages NO PARTY OR THEIR AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

9.2 Claims Related to Services For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are: (a) those remedies set forth in the SLA or applicable Tariff for that Service or (b) the total MRCs or usage charges paid by Customer for any affected Service in the one month immediately preceding the event giving rise to the claim if an SLA or applicable Tariff does not exist for the affected Service.

9.3 Personal Injury, Death, Property Damages For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct actual, physical damages.

9.4 Other Direct Damages For all other claims arising out of the Agreement, the maximum liability for Customer and CenturyLink will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

10 Responsibilities To the extent permitted under law, each party agrees to be responsible to the other, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party unless otherwise stated in a CenturyLink QC Service Exhibit or Tariff. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11 Termination

11.1 Service Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

11.2 Agreement. Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay: (c) for CenturyLink QCC Services the higher of the Early Termination Charge or the sum of all CenturyLink QCC Cancellation Charges that apply for terminating all CenturyLink QCC Services at the time the Agreement is terminated, and (d) for CenturyLink QC Services, the CenturyLink QC termination charges as set forth in the Tariff or the applicable Service Exhibit(s).

11.3 Unpaid Charges Customer will remain liable for charges accrued but unpaid as of the termination date.

12 Non-Appropriations Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder OMR #N55756 (QLAGESZ)

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For each fiscal period for Customer (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement, (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No 96-45, (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or CenturyLink QCC Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13 Miscellaneous

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

13.2 Conflicts Provision If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, Order Form, CenturyLink QC records, and if applicable, CenturyLink QC Tech Pubs. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, Order Form, CenturyLink QC records, and if applicable, CenturyLink QC Tech Pubs.

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

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

13.5 HIPAA CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 C.F.R. 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

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

13.7 Installation, Maintenance and Repair

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power, and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

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

13.8 Governing Law, Dispute Resolution

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

(b) **Governing Law, Forum** The Agreement will be governed by the laws of the State in which the Customer's principal office is

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located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Kitsap County, Washington. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

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

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

13.9 No Resale, Compliance. Customer must not resell the Services and its use of Services must comply with all applicable laws.

13.10 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets, (b) to the surviving entity in any merger or consolidation, or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party. But Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

13.11 Amendments, Changes. The Agreement may be amended only in a writing signed by both parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services, for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity or Tariff provisions. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

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

13.13 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202, Fax 888-778-0054, Attn: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above, (b) three business days after mailed via regular U.S. Mail, or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

13.14 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to CenturyLink, Attn: Dublin Service Center, GBM Disconnects, 4650 Lakehurst, 2nd Floor Disconnect Center, Dublin, OH 43017, Fax 866 887 6633, e-mail GBMdisconnects@qwest.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit or for CenturyLink QC Services, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.15 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

14. Clauses for CenturyLink QC RSS No. 1 Services. The clauses in this section apply only to the CenturyLink QC Service Exhibits stating that service is offered out of CenturyLink QC RSS No. 1.

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

14.2 Construction and Funding Approval. CenturyLink QC may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink QC constructs facilities under one or more of the following circumstances: (a) if the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink QC's calculated cost of providing the Service plus its expected rate of return, (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink QC would not normally utilize in providing the requested Service, (c) more facilities are requested than would normally be required to satisfy an order, and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink QC. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on the Pricing Attachment. That approval will be granted at the sole discretion of CenturyLink QC. In the event contract documents are signed, under which Customer is ordering Service for which Funding is not approved, CenturyLink QC will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink QC may immediately terminate, without penalty, the Pricing Attachment under which Customer ordered the Service, when Funding of the contracted and alternate Service solutions is determined to not be possible.

14.3 Expedite. Any Customer requests for CenturyLink QC to Expedite the delivery of Service before the standard or negotiated Service Due Date will be deemed an expedited order and Expedite charges will apply. Upon CenturyLink QC's receipt of an Expedite request from Customer, Customer and CenturyLink QC will mutually agree to a new Service Due Date.

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14.4 Service Changes Customer may add, move, or upgrade each Service in a Pricing Attachment via an Amendment to this Agreement. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the RSS in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an RSS change results in a conflict with the terms and conditions applicable to the Service, then Customer must agree to an amendment modifying the terms and conditions before CenturyLink QC will provision the new Service or the additions, moves, or upgrades to existing Service.

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

14.6 Additional Payment Language

(a) Rates, including Rates for optional features or functions, are set forth in each Pricing Attachment applicable to the Service. The Rates shown on each Pricing Attachment are for informational purposes. Customer will receive the Rates in effect in the RSS on the Service Acceptance Date. CenturyLink QC will keep an archive of the RSS Web pages listing Rates, including dates of Rate changes. Customer agrees that CenturyLink QC's archive is conclusive evidence in the event of a dispute.

(b) If Customer requests items from the RSS for which charges do not appear in a Pricing Attachment, CenturyLink QC will inform Customer of the charges at the time of the request, giving Customer the opportunity to cancel the request, rather than incurring the charges. Those items may include, but are not limited to: (a) Expedites, including third-party charges incurred by CenturyLink QC in connection with the Expedite, (b) CPE, (c) Construction, (d) Termination Charges, (e) charges for labor, testing, or design changes, (f) inside wiring, and (g) additional administrative charges that may be applied for services not described on Pricing Attachments or for requests to provision Services in a manner inconsistent with CenturyLink QC's then-current practices. Customer will pay such charges regardless of whether Customer cancels Service or CenturyLink QC fails to deliver on the requested Expedite date, unless such failure was caused by CenturyLink QC.

(c) CenturyLink QC will require Customer to accept Service by the end of the Grace Period, in which case CenturyLink QC will commence with regular monthly billing for the Service and Customer agrees to pay for the billed Service. If Customer has not accepted the Service by the end of the Grace Period, then CenturyLink QC may terminate the Service subject to the Termination section of this Agreement.

14.7 Customer Responsibilities. Customer is responsible for the following:

(a) **Access** Customer will provide prompt access to its premises to CenturyLink QC authorized personnel and other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations.

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

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

14.8 QC RSS No. 1 Service Termination

(a) **Service; Service Exhibit Before Service Due Date** If Customer cancels an order for Service before the Service Due Date or does not accept the Service by the conclusion of the Grace Period, and CenturyLink QC terminates the Service at the end of the Grace Period, Termination Charges will apply, including the full NRCs that would have otherwise applied and any non-reusable and non-recoverable portions of expenditures or liabilities, such as Construction charges incurred exclusively on behalf of the Customer by CenturyLink QC and not fully reimbursed by NRCs.

(b) **Service; Service Exhibit After Service Acceptance Date** Either party may terminate an individual Service ordered under a Service Exhibit after the Service Acceptance Date under the terms of the applicable Service Exhibit. CenturyLink QC will waive the Termination Charge in excess of the Minimum Service Period if Customer terminates due to a move or upgrade of all or a portion of Service and all of the following conditions are met ("Waiver Policy"):

(i) Customer must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period,

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- (ii) Customer must agree to a new service term and Minimum Service Period for the new service,
- (iii) The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation,
- (iv) The request to disconnect the existing Service and the request for the new service are received by CenturyLink QC at the same time and both requests must reference this Waiver Policy,
- (v) For ATM, FR, and Metro Ethernet, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC, for SHNS, SST, GeoMax, and HDTV-NET the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC,
- (vi) Customer agrees to pay all outstanding MRCs and NRCs for existing Service,
- (vii) The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade, and
- (viii) This Waiver Policy only applies to moves or upgrades to other CenturyLink QC services that are subject to a CenturyLink QC Tariff or the QC RSS

14.9 CenturyLink QC RSS No. 1 Service Definitions

"Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink QC to construct facilities

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

"Expedite" means Customer's request to CenturyLink QC to provision a Service more quickly than the CenturyLink QC standard or negotiated interval for which an additional Expedite charge will apply

"Funding" means Customer charges over the term of a Service contract that covers CenturyLink QC's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer

"Grace Period" means a period of 30 business days from the later of the Service Due Date or the date when Service is made available to the Customer, and during which the applicable Service will be held available for Customer upon Customer's request

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

"Pricing Attachment" means each document containing Service Rates, Term, and location-specific information, all of which are incorporated by this reference and made a part of each Service Exhibit

"Rates" means the MRCs and NRCs for the Service

"Service Acceptance Date" means the date Customer accepts the Service and billing commences, as evidenced by CenturyLink QC records

"Service Due Date" means the date CenturyLink QC makes the Service available to Customer for testing

"SONET" means Synchronous Optical Network

"Termination Charge" means the termination charges detailed in the Service Exhibits

15 Definitions

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

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at qwest.centurylink.com/legal/

"Cancellation Charge" means cancellation or termination charges that apply when Customer cancels Service without Cause (a) as described in a Service Exhibit (or in the Tariff for applicable CenturyLink QC Services), and (b) when charges are incurred by CenturyLink QCC from a third party provider as a result of an early termination

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default, or (b) for any other material breach, within 30 days after written notice

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party, or (b) is of such a nature that the receiving party should reasonably understand that the disclosing OMR #N55756 (QLAGESZ)

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party desires to protect the information from disclosure Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party

"Convenience" means any reason other than for Cause

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

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

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term

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

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at http://tariffs.qwest.com/8000/idc/groups/public/documents/service_agreements/qcc_info_services.pdf

"MRC" means monthly recurring charge

"NRC" means nonrecurring charge

"Order Form" includes both order request forms and quotes issued by CenturyLink If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit

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

"RSS" means as applicable CenturyLink QCC's Rates and Services Schedules incorporated by this reference and posted at http://tariffs.qwest.com/8000/idc/groups/public/documents/rss/htmltoc_qcc_rss2.htm for CenturyLink QCC's International RSS and at http://tariffs.qwest.com/8000/idc/groups/public/documents/rss/htmltoc_qcc_rss_no_3.htm for CenturyLink QCC's Interstate RSS

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit

"State" means one of the 50 states of the United States or the District of Columbia

"Tariff" includes as applicable CenturyLink QCC or CenturyLink QC state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://tariffs.qwest.com/8000/Q_Tariffs/QT_Tariff_State_Page/index.htm

"Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service

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

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

1 General, Definitions Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide domestic Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Net Effective Rate" means the rates less the Custom Discount. Net Effective Rates are subject to change if there is a change in the underlying rates and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

"Net Rate" is in lieu of all other rates, discounts, and promotions, including the CTA Discount.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is subject to change.

2 Service

2.1 Description Voice Service consists of domestic Long Distance, domestic Toll Free (including features), domestic Virtual Network Service ("VNS"), domestic worldcard®, and domestic Directory Assistance service. Domestic Long Distance service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free service is also available through switched or dedicated facilities. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below. IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN, and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes CenturyLink's trademarks and telephone number, 2) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number, and 3) the "private label" option only includes Customer's names, trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed herein, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1-800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

2.2 Domestic IP Voice Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at <http://www.qwest.centurylink.com/legal/>. CenturyLink OMR #N55756 (QLAGESZ)

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed Toll Free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with toll free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound Toll Free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed Toll Free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

2.4 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

3 Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

4 Charges. As applicable, Customer will pay the rates, Net Rates, Net Effective Rates, and all other charges set forth in the Pricing Attachment, RSS, ISS, Tariff, or Order Form. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates, Net Rates, and Net Effective Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+). Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC. Unless a Net Rate or Net Effective Rate is specified in the Pricing Attachment, domestic Outbound Long Distance and 8XX Outbound, domestic Toll Free (including any features), domestic VNS, and domestic worldcard voice services will be charged at the Agreement rates in the Tariff, ISS, and RSS. Rates and Net Rates will be used for calculating Contributory Charges. Customer represents that it has received from a CenturyLink competitor an offer comparable to the offer in this Service Exhibit for the Services.

CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT
PRICING ATTACHMENT

1 Interstate For all Interstate Long Distance usage, CenturyLink will bill Customer an 18 second minimum per call and 6 second increments

Domestic Interstate Outbound Long Distance	Per Minute Net Rate
<i>Origination – Termination</i>	
Dedicated – Switched	\$0 0100
Switched – Switched	\$0 0230
Dedicated – Dedicated (VNS)	\$0 0100

Domestic Interstate Toll Free	Per Minute Net Rate
<i>Origination - Termination</i>	
Switched – Dedicated	\$0 0189
Switched – Switched	\$0 0250

Domestic Interstate worldcard – Option 1	Net Rate
<i>Origination – Termination</i>	
Per Minute Switched – Switched	\$0 0250
Per Call Surcharge from Non- Payphone	\$0 3500 per call
Per Call Surcharges from Payphone	\$0 3500 plus \$0 5500 surcharge per payphone call

Domestic Interstate Directory Assistance	Net Rate (all states)
Directory Assistance – per call (up to two numbers may be provided per call)	\$1 9900

2 Intrastate.

Domestic Intrastate (including interLATA and intraLATA) Outbound Long Distance By State		Per Minute Net Rate
State	Origination – Termination	
Washington	Dedicated – Switched	\$0 0187
Washington	Switched - Switched	\$0 0370

Domestic Intrastate (including interLATA and intraLATA) Toll Free By State		Per Minute Rates
State	Origination – Termination	
Washington	Switched – Dedicated	\$0 0189
Washington	Switched – Switched	\$0 0361

Intrastate (including interLATA and intraLATA)worldcard - Option 1 By State		Net Effective Rates
State		
Washington	Per Minute Switched - Switched	\$0 0370
	Per Call Surcharge from Non-Payphone	\$0 3500
	Per Call Surcharges from Payphone	\$0 3500
		\$0 3000

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

Domestic Intrastate Directory Assistance per call	Net Effective Rates
States	
Alabama, Arizona, Colorado, Iowa, Idaho, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming	\$1 9900
Michigan, Nevada, New Jersey, Virginia, Wisconsin	\$1 4000
Arkansas, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Mississippi, Missouri, New Hampshire, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, West Virginia	\$0 9500
Maryland (first 2 calls are free, each call thereafter)	\$0 9500
Massachusetts (first 10 calls are free, each call thereafter)	\$0 9500

3 LOCATIONS THRESHOLD The Switched Inbound and Outbound Interstate rates and Dedicated Inbound and Outbound Interstate rates described under the Agreement will be provided to no more than 25 total locations (the "Locations Threshold") Each location in excess of the Location Threshold requiring Switched Inbound and Outbound Interstate Service or Dedicated Inbound and Outbound Interstate Service will receive standard month-to-month RSS rates in lieu of the rates, discounts and/or credits specified herein

4 INBOUND 8XX FEATURE(S) Customer will pay the following NRCs, MRCs, Change Charges and Surcharges, if applicable, for the Enhanced 8XX Features listed below ("Feature(s)") Pricing for Features listed below is subject to change without notice and is subject to applicable federal, state and local taxes, fees and surcharges

Feature	NRC	MRC	Change	Surcharge
Alternate Call Routing	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A
Busy Ring No Answer (BRNA)	\$150 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	\$0 01 per call
Day of Week Routing (DOW)	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A
Day of Year (Holiday) Routing (DOY)	\$50 00 per 8XX	\$0 00	\$50 00 per 8XX	N/A
Dialed Number Identification Service (DNIS)	\$15 00 per 8XX	\$0 00	\$15 00 per 8XX	N/A
Direct Termination Overflow (DTO)	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A
EZ Route-Enhanced Reporting Manager (ERM)	\$500 00 per 8XX	\$0	\$0	\$0
EZ Route-Menu and Database *	\$150 00 per 8XX	\$50 00 per 8XX	\$0 00	\$0 04 per call
EZ Route-Speech Recognition Menu & Database Routing *	\$150 00 per 8XX	\$50 00 per 8XX	\$0 00	\$0 08 per call
EZ Route-Percent Allocation, Time of Day, Day of Week, Area Code & Customer -- Entered Digit Routing *	Included with EZ Route	Included with EZ Route	Included with EZ Route	Included with EZ Route
EZ Route-Bridging	\$0 00	\$0 05 per MOU	\$0 00	\$0 00
EZ Route Enhanced Reporting Manager (ERM)	\$500 00	\$0 00	\$0 00	\$0 00
Extended Call Coverage (ECC)	\$0 00	\$0 00	\$0 00	N/A
Geographic Routing (GeoRouting)	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A
Industry Toll Free Directory Assistance	\$35 00 per 8XX (standard) \$100 00 per 8XX (expedite)	\$3 00 per 8XX	\$35 00 per 8XX (standard) \$100 00 per 8XX (expedite)	\$2 00 per query
Menu Routing	\$250 00 per 8XX	\$25 00 per 8XX	\$100 00 per 8XX	\$0 05 per call
Percent Allocation Routing	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A
Project Account Codes (PAC)	\$15 00 per 8XX	\$15 00 per 8XX	\$15 00 per 8XX	N/A
CenturyLink GeoPlus®	This advanced routing option is only offered through an alliance with AdGeo Please contact AdGeo directly at 888-947-3100 or visit www.QwestGeoPlus.com Log-in qwest PIN qwest1			
Real Time ANI	\$0 00	\$0 00	\$0 00	N/A
Tailored Call Coverage (TCC)	\$50 00 per 8XX	\$0 00	\$50 00 per 8XX	N/A
Time of Day Routing (TOD)	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A
Transfer and Release (TnR)	\$1,000 00 per 8XX	\$100 00 per 8XX	\$100 00 per 8XX	\$0 05 per transfer
Control Center for Toll Free	\$0 00	\$0 00	\$0 00	N/A
Super Trunk Overflow	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A
In Switch Overflow Trunk	\$50 00 per 8XX	\$50 00 per 8XX	\$50 00 per 8XX	N/A

* Limited to 500 nodes per application

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

1 General, Definitions Capitalized terms not defined in this Service Exhibit are defined in the Agreement CenturyLink will provide International Voice Service ("Service") under the terms of the Agreement, RSS, ISS, and this Service Exhibit

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit

2 Service

2.1 Description International Voice Service consists of International Outbound Long Distance, International Toll Free and International worldcard® Except where specified otherwise, for international outbound voice service, the rates specified herein will only apply to international outbound voice service originating in the U S (subject to availability) and terminating internationally using land-line facilities and will not apply to international outbound voice service terminating internationally using cellular facilities or, for international inbound voice service, the rates specified herein will only apply to international inbound voice service originating internationally using land-line and cellular facilities However, airtime is charged for mobile calls With respect to International Outbound Long Distance (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN, and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C F R section 64 1200 (FCC) and 16 C F R Part 310 (FTC) Please consult with your company's legal advisor for more information

2.2 International IP Voice International IP Voice Service consists of IP international Long Distance and IP dedicated international Toll Free International IP Voice accepts international dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network International IP Voice also accepts dedicated international Toll Free traffic and converts it into VoIP format for transmission to Customer The pricing for International IP Voice services is the same as for non-IP dedicated international Long Distance and Toll Free International IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings All use of International IP Voice will comply with and be subject to the Service Guide and AUP which are posted at <http://www.qwest.centurylink.com/legal/> CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network The Service Guide and AUP are incorporated into the Agreement by this reference CenturyLink may reasonably modify the Service Guide and AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site

3 Charges Customer will pay all applicable rates and charges as set forth in the Pricing Attachment, in the RSS, ISS, or Order Form The per minute rates, country/mobile codes and charges contained in the Pricing Attachment are provided for informational purposes only, but should reflect the applicable rates as of the Effective Date of the underlying Agreement The rates for International Voice Service are controlled by the RSS and are subject to change The rates set forth in the Pricing Attachment do not include costs associated with local access If a Term of less than one year is in effect, then Customer will not receive any discounts No other discounts or promotions will apply

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

PRICING ATTACHMENT

All rates are quoted in minutes and will be billed in the following initial and incremental time periods based on traffic type

International Voice Service	Initial Billing Period	Incremental Billing Period
Outbound U S to International	30 seconds	6 seconds
Outbound U S to Canada	30 seconds	6 seconds
Outbound U S to Mexico	60 seconds	60 seconds

worldcard	Initial Billing Period	Incremental Billing Period
Outbound US to International (excluding Mexico)	30 seconds	6 seconds
Inbound International (excluding Mexico) to US	60 seconds	60 seconds
Outbound International to International	60 seconds	60 seconds
Inbound Mexico to US	60 seconds	60 seconds
Outbound Mexico to Mexico	60 seconds	60 seconds
Outbound Mexico to International	60 seconds	60 seconds
Outbound International to Mexico	60 seconds	60 seconds
Outbound US to Mexico	60 seconds	60 seconds
Inbound Canada to US	30 seconds	6 seconds
Outbound US to Canada	30 seconds	6 seconds
Outbound Canada to International (excluding Mexico)	30 seconds	6 seconds
Outbound International (excluding Mexico) to Canada	60 seconds	60 seconds
Outbound Canada to Mexico	60 seconds	60 seconds
Outbound Mexico to Canada	60 seconds	60 seconds

International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

International Outbound Long Distance

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Afghanistan	\$0 8535	\$0 8355
Albania	\$0 4104	\$0 3924
Albania - Mobile/Special Services	\$0 3243	\$0 3063
Algeria	\$0 3528	\$0 3348
Algeria - Mobile/Special Services	\$0 3888	\$0 3708
Andorra	\$0 1680	\$0 1500
Andorra - Mobile/Special Services	\$0 3494	\$0 3314
Angola	\$0 5256	\$0 5076
Angola - Mobile/Special Services	\$0 5616	\$0 5436
Anguilla	\$0 3024	\$0 2844
Anguilla - Mobile/Special Services	\$0 3321	\$0 3141
Antarctica	\$0 5850	\$0 5670
Antigua	\$0 2671	\$0 2491
Antigua - Mobile/Special Services	\$0 4230	\$0 4050
Argentina	\$0 1125	\$0 0945
Argentina - Mobile/Special Services	\$0 3454	\$0 3274

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Armenia	\$0 4464	\$0 4284
Armenia - Mobile/Special Services	\$0 4824	\$0 4644
Aruba	\$0 2304	\$0 2124
Aruba - Mobile/Special Services	\$0 2664	\$0 2484
Ascension Island	\$1 1224	\$1 1044
Australia	\$0 0614	\$0 0434
Australia - Mobile/Special Services	\$0 2538	\$0 2358
Austria	\$0 1066	\$0 0886
Austria - Mobile/Special Services	\$0 3248	\$0 3068
Azerbaijan	\$0 4976	\$0 4796
Azerbaijan - Mobile/Special Services	\$0 4976	\$0 4796
Bahamas	\$0 1440	\$0 1260
Bahamas – Mobile/Special Services	\$0 1980	\$0 1800
Bahrain	\$0 3816	\$0 3636
Bahrain - Mobile/Special Services	\$0 4176	\$0 3996
Bangladesh	\$0 4241	\$0 4061
Bangladesh - Mobile/Special Services	\$0 6247	\$0 6067
Barbados	\$0 3024	\$0 2844
Barbados - Mobile/Special Services	\$0 3370	\$0 3190
Belarus	\$0 4230	\$0 4050
Belarus - Mobile/Special Services	\$0 4500	\$0 4320
Belgium	\$0 0540	\$0 0360
Belgium - Mobile/Special Services	\$0 2970	\$0 2790
Belize	\$0 3816	\$0 3636
Belize - Mobile/Special Services	\$0 5542	\$0 5362
Benin	\$0 3384	\$0 3204
Benin – Mobile/Special Services	\$0 4680	\$0 4500
Bermuda	\$0 1872	\$0 1692
Bermuda - Mobile/Special Services	\$0 2232	\$0 2052
Bhutan	\$0 7584	\$0 7404
Bhutan – Mobile/Special Services	\$0 8280	\$0 8100
Bolivia	\$0 2873	\$0 2693
Bolivia - Mobile/Special Services	\$0 3869	\$0 3689
Bosnia & Herzegovina	\$0 3010	\$0 2830
Bosnia & Herzegovina - Mobile/Special Services	\$0 4032	\$0 3852
Botswana	\$0 3240	\$0 3060
Botswana – Mobile/Special Services	\$0 3960	\$0 3780
Brazil	\$0 1440	\$0 1260
Brazil - Mobile/Special Services	\$0 3022	\$0 2842
British Virgin Islands	\$0 2376	\$0 2196
British Virgin Islands - Mobile/Special Services	\$0 1917	\$0 1737
Brunei	\$0 3816	\$0 3636
Brunei - Mobile/Special Services	\$0 4176	\$0 3996
Bulgaria	\$0 2520	\$0 2340
Bulgaria - Mobile/Special Services	\$0 3348	\$0 3168
Burkina Faso	\$0 4176	\$0 3996
Burkina Faso – Mobile/Special Services	\$0 4680	\$0 4500
Burundi	\$0 8208	\$0 8028
Burundi - Mobile/Special Services	\$0 3448	\$0 3268
Cambodia	\$0 9216	\$0 9036

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Cambodia - Mobile/Special Services	\$0 9576	\$0 9396
Cameroon	\$0 3967	\$0 3787
Cameroon - Mobile/Special Services	\$0 5929	\$0 5749
Canada	\$0 0449	\$0 0269
Cape Verde Islands	\$0 4770	\$0 4590
Cape Verde Islands – Mobile/Special Services	\$0 6030	\$0 5850
Cayman Islands	\$0 2160	\$0 1980
Cayman Islands – Mobile/Special Services	\$0 2430	\$0 2250
Central African Republic	\$0 7942	\$0 7762
Central African Republic – Mobile/Special Services	\$0 8280	\$0 8100
Chad	\$1 2494	\$1 2314
Chad - Mobile/Special Services	\$0 8972	\$0 8792
Chile	\$0 1632	\$0 1452
Chile - Mobile/Special Services	\$0 3402	\$0 3222
China	\$0 1642	\$0 1462
China - Mobile/Special Services	\$0 2664	\$0 2484
Christmas & Cocos Islands	\$0 1366	\$0 1186
Colombia	\$0 1778	\$0 1598
Colombia - Mobile/Special Services	\$0 3096	\$0 2916
Comoros	\$0 6696	\$0 6516
Comoros - Mobile/Special Services	\$0 6480	\$0 6300
Congo, Republic of	\$0 5292	\$0 5112
Cook Islands	\$5 4000	\$5 3820
Cook Islands - Special Services	\$4 6980	\$4 6800
Costa Rica	\$0 2268	\$0 2088
Costa Rica - Mobile/Special Services	\$0 2628	\$0 2448
Croatia	\$0 2873	\$0 2693
Croatia - Mobile/Special Services	\$0 3606	\$0 3426
Cuba	\$0 9180	\$0 9000
Cuba - Guantanamo Bay	\$1 0080	\$0 9900
Cyprus	\$0 3024	\$0 2844
Cyprus - Mobile/Special Services	\$0 4102	\$0 3922
Czech Republic	\$0 2376	\$0 2196
Czech Republic - Mobile Special/Services	\$0 3246	\$0 3066
Denmark	\$0 1080	\$0 0900
Denmark - Mobile/Special Services	\$0 2880	\$0 2700
Diego Garcia	\$2 7180	\$2 7000
Djibouti	\$0 5263	\$0 5083
Djibouti - Mobile/Special Services	\$0 7063	\$0 6883
Dominica	\$0 3134	\$0 2954
Dominica – Mobile/Special Services	\$0 4230	\$0 4050
Dominican Republic	\$0 1778	\$0 1598
Dominican Republic - Mobile/Special Services	\$0 2160	\$0 1980
East Timor	\$1 3500	\$1 3500
Ecuador	\$0 2668	\$0 2488
Ecuador - Mobile/Special Services	\$0 3672	\$0 3492
Egypt	\$0 3283	\$0 3103
Egypt - Mobile Special/Services	\$0 4608	\$0 4428
El Salvador	\$0 2189	\$0 2009

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

El Salvador - Mobile/Special Services	\$0 2518	\$0 2338
Equatorial Guinea	\$0 9648	\$0 9468
Equatorial Guinea – Mobile/Special Services	\$1 0080	\$0 9900
Eritrea	\$0 6703	\$0 6523
Estonia	\$0 3096	\$0 2916
Estonia - Mobile/Special Services	\$0 4918	\$0 4738
Ethiopia	\$0 6120	\$0 5940
Ethiopia - Mobile/Special Services	\$0 6480	\$0 6300
Faeroe Islands	\$0 2760	\$0 2580
Falkland Islands (Islas Malvinas)	\$1 1250	\$1 1070
Fiji Islands	\$0 5220	\$0 5040
Fiji Islands - Mobile/Special Services	\$0 6539	\$0 6359
Finland	\$0 1080	\$0 0900
Finland - Mobile Special/Services	\$0 2340	\$0 2160
France	\$0 0540	\$0 0360
France - Mobile/Special Services	\$0 2662	\$0 2482
French Antilles (incl Martinique)	\$0 2736	\$0 2556
French Guiana	\$0 3564	\$0 3384
French Guiana – Mobile/Special Services	\$0 4680	\$0 4500
French Polynesia	\$0 4976	\$0 4796
Gabon Republic	\$0 4248	\$0 4068
Gabon Republic - Mobile/Special Services	\$0 4608	\$0 4428
Gambia	\$0 3672	\$0 3492
Gambia - Mobile/Special Services	\$0 5189	\$0 5009
Georgia	\$0 5294	\$0 5114
Georgia - Mobile/Special Services	\$0 5506	\$0 5326
Germany	\$0 0540	\$0 0360
Germany - Mobile/Special Services	\$0 2970	\$0 2790
Ghana	\$0 3312	\$0 3132
Ghana - Mobile/Special Services	\$0 3672	\$0 3492
Gibraltar	\$0 3812	\$0 3632
Gibraltar- Mobile/Special Services	\$0 4342	\$0 4162
Greece	\$0 1300	\$0 1120
Greece - Mobile Special/Services	\$0 2662	\$0 2482
Greenland	\$0 7650	\$0 7470
Greenland - Mobile/Special Services	\$0 7650	\$0 7470
Grenada	\$0 3254	\$0 3074
Grenada - Mobile/Special Services	\$0 3614	\$0 3434
Guadeloupe	\$0 2808	\$0 2628
Guadeloupe - Mobile/Special Services	\$0 4630	\$0 4450
Guatemala	\$0 2189	\$0 2009
Guatemala - Mobile/Special Services	\$0 3276	\$0 3096
Guinea	\$0 4320	\$0 4140
Guinea - Mobile/Special Services	\$0 5758	\$0 5578
Guinea-Bissau	\$1 4189	\$1 3976
Guinea-Bissau - Mobile/Special Services	\$2 2500	\$2 2320
Guyana	\$0 5280	\$0 5100
Guyana - Mobile/Special Services	\$0 6075	\$0 5895

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Haiti	\$0 3706	\$0 3526
Haiti - Mobile	\$0 4342	\$0 4162
Haiti - Special Services	\$0 5400	\$0 5220
Honduras	\$0 4500	\$0 4320
Honduras - Mobile/Special Services	\$0 5220	\$0 5040
Hong Kong	\$0 1150	\$0 0970
Hong Kong - Mobile/Special Services	\$0 1656	\$0 1476
Hungary	\$0 0836	\$0 0656
Hungary - Mobile/Special Services	\$0 3502	\$0 3322
Iceland	\$0 2520	\$0 2340
Iceland - Mobile/Special Services	\$0 3745	\$0 3565
India	\$0 2610	\$0 2430
India - Mobile/Special Services	\$0 4176	\$0 3996
Indonesia	\$0 1215	\$0 1035
Indonesia - Mobile/Special Services	\$0 3238	\$0 3058
INMARSAT – 870	\$6 3000	\$6 2820
INMARSAT - Atlantic East	\$6 3000	\$6 2820
INMARSAT - Atlantic West	\$6 3000	\$6 2820
INMARSAT - Indian	\$6 3000	\$6 2820
INMARSAT - Pacific	\$6 3000	\$6 2820
International Networks	\$4 2353	\$4 2142
Iran	\$0 4651	\$0 4471
Iran - Mobile/Special Services	\$0 6264	\$0 6084
Iraq	\$0 7835	\$0 7709
Ireland	\$0 1080	\$0 0900
Ireland - Mobile/Special Services	\$0 3150	\$0 2970
Iridium	\$3 6529	\$3 6318
Israel	\$0 0630	\$0 0450
Israel - Mobile/Special Services	\$0 1726	\$0 1546
Italy	\$0 0529	\$0 0349
Italy - Mobile/Special Services	\$0 2835	\$0 2655
Ivory Coast	\$0 5335	\$0 5155
Ivory Coast - Mobile/Special Services	\$0 6408	\$0 6228
Jamaica	\$0 3215	\$0 3035
Jamaica - Mobile/Special Services	\$0 4553	\$0 4246
Japan	\$0 0656	\$0 0476
Japan - Mobile/Special Services	\$0 3023	\$0 2753
Jordan	\$0 4651	\$0 4471
Jordan - Mobile/Special Services	\$0 5352	\$0 5172
Kazakhstan	\$0 1984	\$0 1804
Kazakhstan - Mobile/Special Services	\$0 2650	\$0 2470
Kenya	\$0 4320	\$0 4140
Kenya - Mobile/Special Services	\$0 4680	\$0 4500
Kiribati	\$0 9212	\$0 9032
Kiribati - Mobile/Special Services	\$1 1250	\$1 1070
Korea, North	\$0 8208	\$0 8028
Korea, South	\$0 1222	\$0 1042
Korea, South - Mobile/Special Services	\$0 1510	\$0 1330
Kuwait	\$0 3830	\$0 3650
Kuwait - Mobile/Special Services	\$0 5328	\$0 5148
Kyrgyzstan	\$0 2531	\$0 2351
Kyrgyzstan - Mobile/Special Services	\$0 4658	\$0 4478

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Laos	\$0 8304	\$0 8124
Laos - Mobile/Special Services	\$1 0397	\$1 0217
Latvia	\$0 3010	\$0 2830
Latvia - Mobile/Special Services	\$0 4492	\$0 4312
Lebanon	\$0 4378	\$0 4198
Lebanon - Mobile/Special Services	\$0 5198	\$0 5018
Lesotho	\$0 4392	\$0 4212
Lesotho - Mobile/Special Services	\$0 4752	\$0 4572
Liberia	\$0 3312	\$0 3132
Liberia - Mobile/Special Services	\$0 6982	\$0 6802
Libya	\$0 4464	\$0 4284
Libya - Mobile/Special Services	\$0 5580	\$0 5400
Liechtenstein	\$0 1300	\$0 1120
Liechtenstein - Mobile/Special Services	\$0 1958	\$0 1778
Lithuania	\$0 3010	\$0 2830
Lithuania - Mobile/Special Services	\$0 4953	\$0 4773
Luxembourg	\$0 1080	\$0 0900
Luxembourg - Mobile/Special Services	\$0 3150	\$0 2970
Macau	\$0 4024	\$0 3844
Macau - Mobile/Special Services	\$0 4464	\$0 4284
Macedonia	\$0 3096	\$0 2916
Macedonia - Mobile/Special Services	\$0 4230	\$0 4050
Madagascar	\$1 2672	\$1 2492
Madagascar - Mobile/Special Services	\$1 3032	\$1 2852
Malawi	\$0 3456	\$0 3276
Malawi - Mobile/Special Services	\$0 3816	\$0 3636
Malaysia	\$0 0667	\$0 0487
Malaysia - Mobile/Special Services	\$0 1726	\$0 1546
Maldives	\$0 6864	\$0 6684
Maldives - Mobile/Special Services	\$2 2500	\$2 2320
Mali Republic	\$0 5616	\$0 5436
Mali Republic - Mobile/Special Services	\$0 4782	\$0 4602
Malta	\$0 2952	\$0 2772
Malta - Mobile/Special Services	\$0 3312	\$0 3132
Marshall Islands	\$0 6750	\$0 6570
Mauntania	\$0 5184	\$0 5004
Mauntius	\$0 5824	\$0 5644
Mauritius - Mobile/Special Services	\$0 6930	\$0 6750
Mayotte Island	\$0 6696	\$0 6516
Mayotte Island - Mobile/Special Services	\$0 8518	\$0 8338
Mexico Step 1-3	\$0 1150	\$0 0970
Mexico Step 4 - 7	\$0 1154	\$0 0974
Mexico Step 8	\$0 1260	\$0 1080
Micronesia	\$0 5130	\$0 4950
Moldova	\$0 3967	\$0 3787
Moldova - Mobile/Special Services	\$0 7729	\$0 7549
Monaco	\$0 1080	\$0 0900
Monaco - Mobile/Special Services	\$0 3494	\$0 3314
Mongolia	\$0 8640	\$0 8460
Montserrat	\$0 3420	\$0 3240
Montserrat - Mobile/Special Services	\$0 5130	\$0 4950

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Morocco	\$0 4129	\$0 3949
Morocco - Mobile/Special Services	\$0 4673	\$0 4493
Mozambique	\$0 4549	\$0 4369
Mozambique - Mobile/Special Services	\$0 5760	\$0 5580
Myanmar (Formerly Burma)	\$1 0906	\$1 0726
Namibia	\$0 4950	\$0 4770
Namibia - Mobile/Special Services	\$0 4032	\$0 3852
Nauru	\$1 4400	\$1 4220
Nauru - Mobile/Special Services	\$2 2235	\$2 1706
Nepal	\$0 5544	\$0 5364
Nepal - Mobile/Special Services	\$0 6930	\$0 6750
Netherlands	\$0 0540	\$0 0360
Netherlands - Mobile/Special Services	\$0 3420	\$0 3240
Netherlands Antilles	\$0 2435	\$0 2255
Netherlands Antilles - Mobile/Special Services	\$0 3282	\$0 3082
New Caledonia	\$0 6048	\$0 5868
New Zealand	\$0 1300	\$0 1120
New Zealand - Mobile/Special Services	\$0 3033	\$0 2853
Nicaragua	\$0 3060	\$0 2880
Nicaragua - Mobile/Special Services	\$0 3420	\$0 3240
Niger Republic	\$0 5136	\$0 4956
Niger Republic - Mobile/Special Services	\$0 3613	\$0 3433
Nigeria	\$0 4230	\$0 4050
Nigeria - Mobile/Special Services	\$0 5026	\$0 4846
Niue	\$2 2680	\$2 2500
Niue - Mobile/Special Services	\$2 2680	\$2 2500
Norfolk Island	\$1 7894	\$1 7714
Norway	\$0 1080	\$0 0900
Norway - Mobile/Special Services	\$0 2223	\$0 2043
Oman	\$0 4860	\$0 4680
Oman - Mobile/Special Services	\$0 5220	\$0 5040
Pakistan	\$0 5400	\$0 5220
Pakistan - Mobile/Special Services	\$0 5328	\$0 5148
Palau, Republic of	\$0 5400	\$0 5220
Palestine	\$0 1510	\$0 1330
Palestine Mobile	\$0 2025	\$0 1845
Panama	\$0 3010	\$0 2830
Panama - Mobile/Special Services	\$0 3456	\$0 3276
Papua New Guinea	\$0 3600	\$0 3420
Papua New Guinea - Mobile/Special Services	\$1 8000	\$1 7820
Paraguay	\$0 3312	\$0 3132
Paraguay - Mobile/Special Services	\$0 3851	\$0 3671
Peru	\$0 2285	\$0 2105
Peru - Mobile/Special Services	\$0 3382	\$0 3202
Philippines	\$0 2070	\$0 1890
Philippines - Mobile/Special Services	\$0 3330	\$0 3150
Poland	\$0 0784	\$0 0604
Poland - Mobile Special/Services	\$0 3650	\$0 3470
Portugal	\$0 0688	\$0 0508
Portugal - Mobile/Special Services	\$0 2970	\$0 2790

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Qatar	\$0 5670	\$0 5490
Qatar - Mobile/Special Services	\$0 6300	\$0 6120
Reunion Island	\$0 6671	\$0 6491
Reunion Island - Mobile/Special Services	\$0 7222	\$0 7042
Romania	\$0 1980	\$0 1800
Romania - Mobile/Special Services	\$0 4234	\$0 4054
Russia	\$0 1915	\$0 1735
Russia - Mobile/Special Services	\$0 2520	\$0 2340
Rwanda	\$0 6216	\$0 6036
San Manno	\$0 1424	\$0 1244
San Manno - Mobile/Special Services	\$2 0250	\$2 0070
Sao Tome	\$2 0250	\$2 0070
Saudi Arabia	\$0 3967	\$0 3787
Saudi Arabia - Mobile/Special Services	\$0 5544	\$0 5364
Senegal Republic	\$0 5335	\$0 5155
Senegal Republic - Mobile/Special Services	\$0 6565	\$0 6385
Seychelles Islands	\$0 7404	\$0 7224
Seychelles Islands - Mobile/Special Services	\$0 4998	\$0 4818
Sierra Leone	\$0 5850	\$0 5670
Sierra Leone - Mobile/Special Services	\$0 5436	\$0 5256
Singapore	\$0 1573	\$0 1393
Singapore - Mobile/Special Services	\$0 2160	\$0 1980
Slovak Republic	\$0 2326	\$0 2146
Slovak Republic - Mobile/Special Services	\$0 3606	\$0 3426
Slovenia	\$0 2520	\$0 2340
Slovenia - Mobile/Special Services	\$0 4024	\$0 3844
Solomon Islands	\$1 3500	\$1 3320
Solomon Islands - Mobile/Special Services	\$1 8000	\$1 7820
Somalia	\$1 3235	\$1 3055
South Africa	\$0 0900	\$0 0720
South Africa - Mobile/Special Services	\$0 3382	\$0 3202
Spain	\$0 0540	\$0 0360
Spain - Mobile/Special Services	\$0 3389	\$0 3187
Sri Lanka	\$0 5184	\$0 5004
Sri Lanka - Mobile/Special Services	\$0 5544	\$0 5364
St Helena	\$0 9106	\$0 8926
St Kitts/Nevis	\$0 2729	\$0 2549
St Kitts/Nevis - Mobile/Special Services	\$0 4242	\$0 4062
St Lucia	\$0 2808	\$0 2628
St Lucia - Mobile/Special Services	\$0 4712	\$0 4532
St Pierre/Miquelon	\$0 2688	\$0 2508
St Vincent/Grenadines	\$0 3336	\$0 3156
St Vincent/Grenadines - Mobile/Special Services	\$0 4417	\$0 4237
Sudan	\$0 6336	\$0 6156
Sudan - Mobile/Special Services	\$0 4995	\$0 4815
Suriname	\$0 6468	\$0 6288
Suriname - Mobile/Special Services	\$0 6008	\$0 5828
Swaziland	\$0 2952	\$0 2772

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**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Swaziland - Mobile	\$0 3312	\$0 3132
Sweden	\$0 0900	\$0 0720
Sweden - Mobile/Special Services	\$0 3282	\$0 3102
Switzerland	\$0 0540	\$0 0360
Switzerland - Mobile/Special Services	\$0 3918	\$0 3738
Syrian Arab Republic	\$0 5328	\$0 5148
Syrian Arab Republic - Mobile/Special Services	\$0 5688	\$0 5508
Taiwan	\$0 1150	\$0 0970
Taiwan - Mobile/Special Services	\$0 1510	\$0 1330
Tajikistan	\$0 3812	\$0 3578
Tajikistan - Mobile/Special Services	\$0 3812	\$0 3578
Tanzania	\$0 4860	\$0 4680
Tanzania - Mobile/Special Services	\$0 5832	\$0 5652
Thailand	\$0 1292	\$0 1112
Thailand - Mobile/Special Services	\$0 2952	\$0 2772
Togo	\$0 5436	\$0 5256
Togo - Mobile/Special Services	\$0 6930	\$0 6750
Tokelau	\$1 8090	\$1 7910
Tokelau - Mobile/Special Services	\$1 8360	\$1 8180
Tonga Islands	\$0 5537	\$0 5357
Tonga Islands - Mobile/Special Services	\$0 5027	\$0 4847
Trinidad & Tobago	\$0 3010	\$0 2830
Trinidad & Tobago - Mobile/Special Services	\$0 2986	\$0 2806
Tunisia	\$0 3918	\$0 3738
Tunisia - Mobile/Special Services	\$0 3918	\$0 3738
Turkey	\$0 2736	\$0 2556
Turkey - Mobile/Special Services	\$0 3398	\$0 3218
Turkmenistan	\$0 6035	\$0 5855
Turkmenistan - Mobile/Special Services	\$0 6035	\$0 5855
Turks & Caicos	\$0 4024	\$0 3844
Turks & Caicos - Mobile/Special Services	\$0 4455	\$0 4275
Tuvalu	\$2 0118	\$1 9938
Tuvalu - Mobile/Special Services	\$4 9680	\$4 9500
Uganda	\$0 3967	\$0 3787
Uganda - Mobile/Special Services	\$0 4464	\$0 4284
Ukraine	\$0 2462	\$0 2282
Ukraine - Mobile/Special Services	\$0 3600	\$0 3420
United Arab Emirates	\$0 4342	\$0 4098
United Arab Emirates - Mobile/Special Services	\$0 5850	\$0 5670
United Kingdom	\$0 0518	\$0 0338
United Kingdom - Mobile/Special Services	\$0 3600	\$0 3420
Uruguay	\$0 3240	\$0 3060
Uruguay - Mobile/Special Services	\$0 3600	\$0 3420
Uzbekistan	\$0 2531	\$0 2351
Vanatu - Mobile/Special Services	\$2 1389	\$2 1209
Vanatu, Republic of	\$1 3702	\$1 3522
Venezuela	\$0 1984	\$0 1804
Venezuela - Mobile/Special Services	\$0 3454	\$0 3274

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Vietnam	\$0 4500	\$0 4320
Vietnam - Mobile/Special Services	\$0 5400	\$0 5220
Wallis & Futuna Islands	\$2 2680	\$2 2500
Western Samoa	\$0 5718	\$0 5538
Yemen Arab Republic	\$0 5054	\$0 4874
Yemen Arab Republic - Mobile/Special Services	\$0 5882	\$0 5702
Yugoslavia - Mobile/Special Services	\$0 3960	\$0 3780
Yugoslavia (incl Serbia)	\$0 3488	\$0 3308
Zaire, Republic of	\$0 5718	\$0 5538
Zaire, Republic of - Mobile/Special Services	\$0 6882	\$0 6702
Zambia	\$0 3967	\$0 3787
Zambia - Mobile/Special Services	\$0 4464	\$0 4284
Zimbabwe	\$0 3240	\$0 3060
Zimbabwe- Mobile/Special Services	\$0 4565	\$0 4385

worldcard Switched Origination to Switched Termination Rate Schedule

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
US to Canada	Per above table	\$0 2500
US to International (including Mexico)	Per above table	\$0 5000

ITFS/UIFN In certain countries, the following applications are not permitted for ITFS/UIFN calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix." CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

ITFS/UIFN	MRC Per Number	NRC Per Number
ITFS	\$10 00	N/A
UIFN	\$10 00	\$160 00

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are indicated in the table below. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates listed in the table below. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s).

Country of Origination	UIFN Availability	Switched Origination - Switched Termination Rate Per Minute	Switched Origination - Dedicated Termination Rate Per Minute
Anguilla		\$1 0260	\$1 0080
Antigua		\$0 5292	\$0 5112
Argentina	YES	\$0 8730	\$0 8550
Australia	YES	\$0 1530	\$0 1350
Bahamas		\$0 2430	\$0 2250
Bahrain		\$0 5148	\$0 4968
Barbados		\$0 3330	\$0 3150
Belgium	YES	\$0 1080	\$0 0900
Bermuda		\$0 4212	\$0 4032
Brazil	YES	\$0 4644	\$0 4464
British Virgin Islands		\$1 0260	\$1 0080
Canada		\$0 0630	\$0 0450

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Cayman Islands		\$0 2192	\$0 2012
Chile		\$0 3708	\$0 3528
China	YES	\$0 7740	\$0 7560
Colombia		\$0 4212	\$0 4032
Costa Rica		\$0 9828	\$0 9648
Cyprus		\$0 1662	\$0 1482
Denmark	YES	\$0 1260	\$0 1080
Dominica		\$0 6703	\$0 6523
Dominican Republic		\$0 1350	\$0 1170
Fiji		\$0 8190	\$0 8010
Finland	YES	\$0 2430	\$0 2250
France	YES	\$0 0810	\$0 0630
Germany	YES	\$0 0810	\$0 0630
Greece		\$0 2107	\$0 1927
Grenada		\$0 5710	\$0 5530
Guatemala		\$0 8820	\$0 8640
Hong Kong	YES	\$0 3150	\$0 2970
Hungary	YES	\$0 5292	\$0 5112
India		\$0 9630	\$0 9450
Indonesia		\$0 7164	\$0 6984
Ireland	YES	\$0 0900	\$0 0720
Israel	YES	\$0 1530	\$0 1350
Italy	YES	\$0 0810	\$0 0630
Jamaica		\$0 2298	\$0 2118
Japan	YES	\$0 3150	\$0 2970
Korea, South	YES	\$0 9180	\$0 9000
Luxembourg	YES	\$0 2844	\$0 2664
Macau	YES	\$0 3780	\$0 3600
Malaysia	YES	\$0 4860	\$0 4680
Mexico (Zone 1)		\$0 1530	\$0 1350
Mexico (Zone 2)		\$0 1530	\$0 1350
Mexico (Zone 3)		\$0 1530	\$0 1350
Mexico (Zone 4)		\$0 1530	\$0 1350
Montserrat		\$1 0260	\$1 0080
Netherlands	YES	\$0 0900	\$0 0720
Netherlands Antilles		\$0 6750	\$0 6570
New Zealand	YES	\$0 1530	\$0 1350
Norway	YES	\$0 2430	\$0 2250
Panama		\$0 4284	\$0 4104
Peru		\$1 2330	\$1 2150
Philippines	YES	\$0 3150	\$0 2970
Poland		\$0 5292	\$0 5112
Portugal	YES	\$0 2430	\$0 2250
Singapore	YES	\$0 3150	\$0 2970
South Africa	YES	\$0 6084	\$0 5904
Spain	YES	\$0 2430	\$0 2250
St Kitts		\$0 5882	\$0 5702
St Lucia		\$1 3860	\$1 3680
St Vincent/Grenadine		\$0 7380	\$0 7200
Sweden	YES	\$0 2430	\$0 2250
Switzerland	YES	\$0 2430	\$0 2250
Taiwan	YES	\$0 5220	\$0 5040
Thailand	YES	\$0 5652	\$0 5472
Trinidad & Tobago		\$0 5292	\$0 5112

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

United Kingdom	YES	\$0 0810	\$0 0630
Venezuela		\$0 6084	\$0 5904

Canada Services – To and From

Toll Free Services to and from Canada	
From Canada to United States	
Switched Origination - Switched Termination	\$0 063
Switched Origination - Dedicated Termination	\$0 045
Toll Free Service Terminating in Canada	<i>Switched termination service available only</i>
United States Switched Origination - Canada Switched Termination	\$0 063

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
Canada to US	\$0 0720	\$0 2500
Canada to International	Per US to International rates in Section 5 1	\$0 5000

worldcard International Origination to U.S. Termination.

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
Antigua (Barbuda)	\$1 4040	\$1 0000
Argentina	\$1 4040	\$1 0000
Australia (Tasmania, Chismas Islands, Cocos Islands)	\$0 5544	\$1 0000
Austria	\$0 7200	\$1 0000
Bahamas	\$1 1448	\$1 0000
Bahrain	\$2 0250	\$1 0000
Barbados	\$0 8352	\$1 0000
Belarus (Vitebsk, Grodno, Brest, Minsk, Moghilev, Gomel)	\$1 1520	\$1 0000
Belgium	\$0 7200	\$1 0000
Bermuda	\$1 1250	\$1 0000
Bolivia	\$1 8360	\$1 0000
Brazil	\$0 7488	\$1 0000
Brunei	\$2 2536	\$1 0000
Bulgaria	\$1 1520	\$1 0000
Chile	\$1 0440	\$1 0000
China	\$1 2384	\$1 0000
Colombia (San Andres Isl)	\$0 9720	\$1 0000
Cook Island	\$7 1400	\$1 0000
Costa Rica	\$0 8136	\$1 0000
Croatia	\$1 1520	\$1 0000
Cyprus	\$1 1520	\$1 0000
Czech Republic	\$1 0440	\$1 0000
Denmark	\$0 7200	\$1 0000
Dominica	\$1 3500	\$1 0000
Dominican Republic	\$0 8280	\$1 0000
Egypt	\$1 4040	\$1 0000
El Salvador	\$1 4040	\$1 0000
Fiji Islands	\$2 2536	\$1 0000
Finland	\$0 7200	\$1 0000

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

France (Corsica Island)	\$0 4608	\$1 0000
French Guiana	\$1 1255	\$1 0000
Germany	\$0 4536	\$1 0000
Greece	\$0 9936	\$1 0000
Guadeloupe (St Barthelemy, St Martin French Part, Mane Galante)	\$1 1255	\$1 0000
Hong Kong	\$0 5904	\$1 0000
Hungary	\$0 7200	\$1 0000
Iceland	\$0 8568	\$1 0000
India	\$2 7000	\$1 0000
Indonesia (Do not cover East Timor)	\$1 3104	\$1 0000
Ireland	\$0 6840	\$1 0000
Israel-Bezeq (Not cover Palestinian Territories)	\$0 9648	\$1 0000
Italy (Elba Island, San Marino, Vatican City)	\$0 6480	\$1 0000
Japan	\$0 5616	\$1 0000
Jordan	\$1 7400	\$1 0000
Kenya	\$2 1600	\$1 0000
Korea (South)	\$1 0368	\$1 0000
Lithuania	\$1 4040	\$1 0000
Luxembourg	\$0 7200	\$1 0000
Macedonia	\$1 6200	\$1 0000
Malaysia (Peninsular Malaysia and East Malaysia)	\$1 2312	\$1 0000
Malta	\$0 9000	\$1 0000
Martinique	\$1 4040	\$1 0000
Mauntius	\$2 2536	\$1 0000
Mexico	\$0 9288	\$1 0000
Monaco	\$0 7200	\$1 0000
Netherlands	\$0 4392	\$1 0000
New Zealand (Chatham Islands)	\$1 1520	\$1 0000
Nicaragua	\$1 4328	\$1 0000
Norway (Jan Mayen, Svalbard Islands)	\$0 7200	\$1 0000
Pakistan	\$1 2600	\$1 0000
Panama	\$1 4040	\$1 0000
Peru	\$0 8568	\$1 0000
Philippines	\$1 1376	\$1 0000
Poland	\$1 0584	\$1 0000
Portugal (Azores, Madeira)	\$1 1016	\$1 0000
Reunion Island (France)	\$0 9000	\$1 0000
Romania	\$1 3500	\$1 0000
Russia	\$1 1520	\$1 0000
Senegal	\$2 2536	\$1 0000
Singapore	\$1 1520	\$1 0000
Slovak Republic	\$1 1520	\$1 0000
Slovenia	\$0 3396	\$1 0000
South Africa	\$0 9504	\$1 0000
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0 8784	\$1 0000
Sri Lanka	\$1 8000	\$1 0000
St Kitts & Levis	\$1 4040	\$1 0000
St Pierre	\$1 4040	\$1 0000
Sweden	\$0 7200	\$1 0000
Switzerland (Do not cover Liechtenstein)	\$0 7200	\$1 0000
Syrian Arab Republic	\$1 7550	\$1 0000
Taiwan	\$0 5976	\$1 0000
Thailand	\$1 3608	\$1 0000
Trinidad & Tobago	\$1 3500	\$1 0000
Ukraine	\$1 1520	\$1 0000

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

United Arab Emirates	\$0 8400	\$1 0000
United Kingdom (England, Scotland, Wales, Nothern Ireland, Isle of Man, Guernsey, Channel Island)	\$0 3168	\$1 0000
Venezuela (Marganta Island)	\$0 8100	\$1 0000
Vietnam	\$1 7604	\$1 0000

worldcard International Origination to International Termination

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
Argentina	\$1 4774	\$1 00
Australia (Tasmania, Chnstrmas Islands, Cocos Islands)	\$0 7135	\$1 00
Austria	\$0 8864	\$1 00
Azores (Portugal)	\$1 7609	\$1 00
Belgium	\$0 7270	\$1 00
Bolivia	\$2 4001	\$1 00
Chile	\$1 6124	\$1 00
China	\$1 7226	\$1 00
Colombia (San Andres Isl)	\$1 6832	\$1 00
Croatia, Republic of	\$1 4999	\$1 00
Czech Republic	\$1 1768	\$1 00
Denmark	\$0 5807	\$1 00
Dominican Republic	\$1 0645	\$1 00
El Salvador	\$1 2861	\$1 00
Finland	\$0 6370	\$1 00
France (Corsica Island)	\$0 5245	\$1 00
French Guyana	\$1 4346	\$1 00
Germany	\$0 6721	\$1 00
Greece	\$0 9092	\$1 00
Guadeloupe (St Barthelemy, St Martin French Part, Marie Galante)	\$1 4346	\$1 00
Hong Kong	\$0 5605	\$1 00
Hungary	\$0 9824	\$1 00
Iceland	\$1 2524	\$1 00
Ireland	\$0 9809	\$1 00
Israel-Bezeq (Not cover Palestinian Termtones)	\$0 9998	\$1 00
Italy (Elba Island, San Manno, Vatican City)	\$0 7614	\$1 00
Japan	\$0 9745	\$1 00
Korea, South	\$0 7101	\$1 00
Latvia	\$0 9850	\$1 00
Luxembourg	\$0 8586	\$1 00
Macedonia	\$2 3663	\$1 00
Madeira Islands	\$1 7609	\$1 00
Martinique	\$1 6463	\$1 00
Mexico	\$1 0836	\$1 00
Monaco	\$0 9938	\$1 00
Netherlands	\$0 5234	\$1 00
New Zealand (Chatham Islands)	\$0 6820	\$1 00
Norway (Jan Mayen, Svalbard Islands)	\$0 6280	\$1 00
Panama	\$0 7758	\$1 00
Philippines	\$1 0274	\$1 00
Poland	\$0 9722	\$1 00

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

Portugal (Azores, Madeira)	\$1 7609	\$1 00
Reunion Island	\$1 4346	\$1 00
Russia	\$1 6124	\$1 00
San Marino	\$0 7614	\$1 00
Singapore	\$0 5189	\$1 00
Slovak Republic	\$1 6911	\$1 00
South Africa	\$1 3446	\$1 00
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0 7742	\$1 00
St Pierre & Miquelon	\$1 4346	\$1 00
Sweden	\$0 5796	\$1 00
Switzerland (Do not cover Liechtenstein)	\$0 4289	\$1 00
Ukraine	\$2 0061	\$1 00
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	\$0 6314	\$1 00
Vatican City	\$0 7614	\$1 00

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

1 General, Definitions In order to qualify for the pricing in the Pricing Attachment under this individual case basis service exhibit ("Service Exhibit"), Customer must order the total circuits indicated on the Pricing Attachment for each state, for CenturyLink QC Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks, or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service") The Minimum Circuits must be installed within 30 days of the Effective Date ("Ramp Period"), unless an installation delay is caused by CenturyLink, and must remain installed during the Term of this Agreement The circuits may be aggregated across CenturyLink's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming CenturyLink will provide Service under the terms of the Agreement, Tariff, and this Service Exhibit CenturyLink may be required to submit this Service Exhibit and any subsequent addenda for the Service to certain regulatory agencies for approval because the rates and some terms in this Service Exhibit are being offered on an individual case basis ("ICB") The service specific rates, and the terms and conditions in the Termination Section of this Service Exhibit ("ICB Terms") require filing with or approval by regulatory agencies Although the general terms and conditions of this Service Exhibit are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled The Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective If Customer receives reduced pricing under this Service Exhibit and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required In the event a regulatory agency does not approve this Service Exhibit, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval This Service Exhibit will remain in full force and effect for the Service in all other jurisdictions Other than the ICB Terms in this Service Exhibit, the Service will be governed by (i) the Tariff applicable to the Service, and (ii) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Service Agreement Capitalized terms not defined herein are defined in the Agreement

"Minimum Circuits" means the total circuits initially ordered for all states, as shown on each state's Pricing Attachment

"Minimum Service Period" means 12 months from the Start of Service date

"Pricing Attachment" means the document containing Rates, Service Term and other location-specific information, which is incorporated by reference and made a part of this Service Exhibit

"Rates" means the MRCs and NRCs for the Service

"Service Term" means the term length for Service on the Pricing Attachment(s), which will commence on the Start of Service date for the first Service added on the Pricing Attachment

"Start of Service" means the effective bill date of the service order to add Service to Customer's account, as evidenced by CenturyLink records

2 Service Service is subject to Tech Pub 77400

2.1 Service Description

(a) ISDN PRS If Customer purchases ISDN PRS, CenturyLink will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks ISDN PRS operates at 1 544 megabits per second (Mbps) ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD) Each B channel transmits voice or data at 64 kilobits per second (Kbps) The D channel carries signaling information at 64 Kbps

(b) ISDN PRS-UAS If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access Each DS1 facility utilizes channels configured as (i) in-only trunking, or (ii) two-way trunking

(c) DSS If Customer purchases DSS, CenturyLink will provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with CenturyLink's local exchange switching office and Advanced or Basic flat-usage trunks and DID trunk termination for access to the local exchange and toll networks DSS Advanced and Basic operates at a maximum speed of 1 544 Mbps

(d) UAS If Customer purchases UAS, CenturyLink will provide Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access Each DS1 facility utilizes channels configured as (i) in-only trunking, or (ii) two-way trunking

2.2 Information Service Providers Customer represents and warrants that it (check one box)

☒ IS NOT a provider of "information service," as that term is defined in 47 U.S.C. §153 (20)

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

☐ IS a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Service Exhibit WILL NOT be used to provide information service to its Subscribers, including termination or origination of Voice over Internet Protocol ("VoIP") "Subscribers" means any entity to which Customer provides information service. If at any time during the Exhibit Term of this Service Exhibit this representation and warranty is no longer accurate, Customer agrees to notify CenturyLink and execute an amendment to add the ISP Certification Addendum.

☐ IS a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL be used to provide information service to its Subscribers, including but not limited to termination or origination of Voice over Internet Protocol ("VoIP") and therefore agrees to the additional terms and conditions set forth in the **ISP Certification Addendum** attached hereto and incorporated herein by reference. "Subscribers" means any entity to which Customer provides information service.

2.3 Service Provided

(a) CenturyLink will provide and maintain the Service at the locations specified in the Pricing Attachment(s), and as requested on any subsequent order for Service or amendment to this Agreement.

(b) CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either (i) commence with regular monthly billing for the subject Service, or (ii) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use, or is unable to accept Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

2.4 Customer Responsibilities for 911 Call Routing

(a) Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

(b) Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

(c) Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX or ISDN PRS signaling parameters set by Customer.

2.5 Service Changes

(a) Moves Customer may move the physical location of all or part of a Service to another location within a CenturyLink serving area, provided the following conditions are met: (i) Service moved to the new location is provided to Customer by CenturyLink, (ii) Customer advises CenturyLink that Service at the new location replaces the existing Service, (iii) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by CenturyLink on the same date, (iv) Customer requests that CenturyLink install the Service at the new location on or prior to the disconnection date of the existing Service, and (v) Customer agrees to pay all applicable rate and charges for the requested move and Service at the new location.

(b) Additions to Service Service may be added under a pricing Attachment up to 12 months prior to the expiration date of its Service Term, at the MRCs specified therein. CenturyLink will supply such additions to Customer, subject to the following conditions: (i) the necessary facilities are available as determined by CenturyLink to provide the Service, and (ii) a new Minimum Service Period is established for each new addition to Service. If the Service being added is not itemized in the Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

(c) Additions During Last 12 Months of Term Service ordered during the last 12 months of the Term must be added (a) pursuant to a new agreement that may include the existing Service, or (b) on a month-to-month basis at the rates in effect in the Tariff.

2.6 Out-of-Service Credit. If CenturyLink causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after CenturyLink receives notice of it, CenturyLink will give Customer a credit calculated by dividing the MRC for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

2.7 Use of Service Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If CenturyLink determines that ISDN PRS or any optional feature is being used inappropriately, CenturyLink may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

3 Exhibit/Service Term, Termination

3.1 Exhibit/Service Term This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ("Exhibit Term"). The Service Term for each Service will be indicated on a Pricing

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

Attachment Each Service ordered will have its own Minimum Service Period Any Service installed for 12 consecutive months prior to being added under a Pricing Attachment will be deemed to have met the Minimum Service Period At the conclusion of the Service Term, the MRC will revert to the month-to-month rate in the Tariff, unless Service is renewed for a new Service Term on a Pricing Attachment or new agreement

3 2 Termination

(a) Either party may terminate this Service Exhibit in accordance with the applicable Tariff or for Cause Customer may disconnect the number of "Permitted Disconnects" indicated on the Pricing Attachment, if any, without incurring a Termination Charge, provided that such Service has satisfied the requirements of the Minimum Service Period before any termination may be effective If, prior to the conclusion of the Service Term, Service is terminated in excess of the Permitted Disconnects, either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service in excess of the Permitted Disconnects times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Service Term after the Minimum Service Period ("Termination Charge") If no Permitted Disconnects are indicated on the Pricing Attachment, Customer will pay the Termination Charge for each circuit terminated, either by CenturyLink for Cause or by Customer for any reason other than Cause, prior to the Service Term

(b) A Termination Charge will be waived when all of the following conditions are met (i) Customer discontinues Service and signs a new service agreement(s) for any other CenturyLink provided service(s), (ii) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges), (iii) Customer places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico), (iv) the new service(s) installation must be completed within 30 calendar days of disconnection of the Service, unless such installation delay is caused by CenturyLink, and (v) a new minimum service period, if applicable, goes into effect when the new service agreement term begins The waiver does not apply to changes between regulated and unregulated or enhanced products and services

3 Charges

4 1 Charges for the Service are as set forth in the Pricing Attachment Customer will pay the total MRC and NRC for the Service specified in the Pricing Attachment For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments The MRC for the Service is based on the then current Service Term set forth in the Pricing Attachment and will not change during the Service Term provided that the Minimum Circuits are installed by the end of the Ramp Period and the total circuits do not drop below the Minimum Circuits threshold If due to Customer's request, actions or failure to act, the Minimum Circuits are not installed by the end of the Ramp Period or drop below the Minimum Circuits threshold, CenturyLink may adjust the pricing and Permitted Disconnects defined herein based on the actual number of circuits installed Such adjusted pricing will be effective immediately following the rate adjustment The MRCs will be used to calculate Contributory Charges Customer will not be eligible for any discounts or promotions other than those specifically set forth herein Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit

4 2 If the MRCs herein are based upon Customer's intent to transition DS1 facilities to contracted DS3 or higher facilities ("Higher Facility") when available as indicated in a Pricing Attachment, Customer will have ten business days from the date the contracted Higher Facility is installed to migrate the Service contained herein to the contracted Higher Facility In the event Customer's Service is not migrated, a pricing adjustment will be made to all DS1 facilities in service The adjustment will be retroactive to the original installation date, as evidenced by CenturyLink records, and will be the difference between the rates provided herein based on the facilities ending a Higher Facility and the applicable rates for facilities not ending a Higher Facility

4 3 If Service is not available in Customer's wire center, standard interoffice private line mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply in addition to the rates and charges for the Service

ATTENTION.

FINAL EXECUTED AGREEMENT, THIS SERVICE EXHIBIT AND THE PRICING ATTACHMENT MUST BE FORWARDED TO THE APPROPRIATE STATE REGULATORY FILING MANAGER

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

FOR THE STATE OF WASHINGTON

PRICING ATTACHMENT

CITY OF BREMERTON

Customer

Service Term: 24 Months

AQCB Contract Number

Type of Service	USOC & MRC/line for 24 month Term	NRC
PRS Voice/Data DS1	\$365 00	\$0 00

Service Location (including City & State)	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per Location
1025 Burwell Bremerton, WA		PRS Voice/Data DS1 (USOC)	No	1	\$350 00
345 6 th Street, Bremerton, WA 98337		PRS Voice/Data DS1 (USOC)	No	1	\$350 00
7261 Belfair Valley Rd , WA		PRS Voice/Data DS1 (USOC)	No	1	\$350 00
Total Circuits				3	
Permitted Disconnects				0	
Total MRC					\$1,050 00