

**RESALE AGREEMENT**

**By and between**

**CENTURYTEL OF WASHINGTON, INC., LLC DBA CENTURYLINK;  
CENTURYTEL OF INTER ISLAND, INC., DBA CENTURYLINK; CENTURYTEL  
OF COWICHE, INC., DBA CENTURYLINK**

**AND**

**QUANTUMSHIFT COMMUNICATIONS, INC., DBA VCOM SOLUTIONS**

**FOR THE STATE OF WASHINGTON**

## AGREEMENT

### **PREFACE & RECITALS**

This Resale Agreement (the "Agreement"), is by and between CenturyTel of Washington, Inc., dba CenturyLink ; CenturyTel of Inter Island, Inc., dba CenturyLink, and CenturyTel of Cowiche, Inc., dba CenturyLink with its address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203 ("CenturyLink"), and QuantumShift Communications, Inc., dba vCom Solutions in its capacity as a certified provider of local wireline Telecommunications Service ("QuantumShift"), with its address for this Agreement at 12657 Alcosta Boulevard, suite 418, San Ramon, CA 94583. CenturyLink and QuantumShift are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such Incumbent Local Exchange Carriers shall pertain, in each instance, only with respect to a single, individual Incumbent Local Exchange Carrier, and shall not be deemed to apply in an aggregate fashion to any of the other Incumbent Local Exchange Carriers who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. Thus, for example, separate orders, arrangements and facilities must be made by QuantumShift with respect to interconnection with and use of the network, facilities, property, and services of each separate Local Exchange Carrier entity that is a party to this agreement, and none of the Local Exchange Carriers shall be deemed to represent (by constructive receipt or otherwise) any of the other Local Exchange Carriers or their networks, facilities, property or services. This Agreement establishes the rates, terms and conditions for local resale in the State of Washington only (the "State").

**WHEREAS**, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the resale of their Telecommunications Services,

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and QuantumShift hereby covenant and agree as follows:

## **ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT**

### **1.0 PURPOSE OF THE AGREEMENT**

This Agreement governs the purchase by QuantumShift of certain Telecommunications Services provided by CenturyLink in its franchised areas in the State pursuant to the obligations of Local Exchange Carriers under the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.* This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. QuantumShift agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable.

### **2.0 INTENT OF THE AGREEMENT**

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to QuantumShift, such terms are intended to apply only to the extent required by Applicable Law.

### **3.0 SCOPE OF THE AGREEMENT**

The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	Resale
Article V:	Maintenance
Article VI:	Access to Operations Support Systems (OSS)
Article VII:	Directory Services
Article VIII:	Pricing
	Signature Page

**Article I: Purpose, Intent and Scope of Agreement**

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The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyLink to QuantumShift.

## ARTICLE VII

### DIRECTORY SERVICES

#### 1. SCOPE

CenturyLink, either directly or through a third party, publishes and distributes alphabetical (white pages) and/or classified (yellow pages) telephone directories (hereinafter the “Directory” or “Directories” as the case may be) in certain CenturyLink local exchange service areas (the “CenturyLink Local Areas”).

This Article sets forth the rates, terms and conditions pursuant to which CenturyLink agrees to provide to QuantumShift basic services associated with the Directories such as publication of listings and distribution (the “Directory Services” or “Services”) as more particularly described in of this Appendix. These terms are applicable only to hard copy directory books. CenturyLink and QuantumShift may, from time to time, agree on the provision of additional services (“Additional Services”). No addendum for Additional Services shall be binding unless signed by the Parties.

#### 2. QuantumShift OBLIGATIONS AND RESPONSIBILITIES

The following obligations shall be the responsibility of QuantumShift, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth in this Article

- a. QuantumShift shall submit to CenturyLink or, if so elected by QuantumShift to submit an annual data file as provided herein, its designated third party publisher (“Publisher”) all Listing Information (as hereinafter defined) relating to its subscribers (“Subscribers”) who desire published listings within a CenturyLink Directory. For purposes of this Agreement, “Listing Information” shall consist of the Subscriber’s name, address, telephone number, desired yellow pages classified heading (if any), and any other required listing information. Under no circumstances shall QuantumShift provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied by QuantumShift without charge to CenturyLink. Listing Information shall be supplied, to CenturyLink, in a Local Service Request (“LSR”) or a standalone Directory Service Request (“DSR”) or, if to the Publisher, in a data file format as provided herein. Listing Information shall be submitted within the time frames as reasonably directed by CenturyLink and in accordance with established service guidelines in the CenturyLink Service Guide, which may be accessed at <http://business.CenturyLink.com//business/Wholesale/>.

Listing Information provided to CenturyLink via an LSR or DSR will be used by CenturyLink for purposes related to publishing directory listings.

- b. If providing Listing Information via an LSR or DSR, QuantumShift shall separately provide to CenturyLink Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings. Where QuantumShift elects to send an annual data file of Listing Information to the Publisher, QuantumShift shall provide a separate distribution file to the Publisher.
- c. If required for resolution of a Directory related inquiry, request or complaint received by QuantumShift from its Subscribers, QuantumShift shall promptly notify CenturyLink, but in any event within ten (10) days, of receipt of such inquiry, request, or complaint and shall reasonably cooperate with CenturyLink and Publisher to resolve such matters in a timely and expeditious manner. If the Parties are unable to resolve such matters within thirty (30) days, either Party may invoke the Dispute Resolution process in Article III, Section 20 of this Agreement.
- d. If providing Listing Information via an LSR or DSR, QuantumShift shall process all Listing Information change requests received from its Subscribers within commercially reasonable time frames.
- e. If providing Listing Information via an LSR or DSR, QuantumShift shall transmit to CenturyLink all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by QuantumShift to CenturyLink and held in CenturyLink's database.
- f. QuantumShift will pay charges as set forth in the *Directory Services Fee Schedule*, for Services. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher, as identified in Exhibit A. Where QuantumShift requests services or work that is outside the scope of that set forth in this Article, CenturyLink shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from QuantumShift to undertake such work on QuantumShift's behalf.

- g. For Listing Information held in the CenturyLink database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyLink 30 days prior to the annual Business Office Close (“BOC”) for a Directory. QuantumShift shall review the Galley Proofs and provide corrections to CenturyLink no later than five (5) business days prior to the BOC (“cut-off date”). Such cut-off date shall be at parity with that required for CenturyLink to enter corrections of its own Listing Information. Notwithstanding the foregoing, should either Party identify pervasive or systemic errors requiring corrections to more than 10 percent of QuantumShift’s listings, QuantumShift will take commercially reasonable efforts to initiate the process of submitting corrections no later than 15 days prior BOC. QuantumShift expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyLink. In the event QuantumShift fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and QuantumShift shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyLink provides the Galley Proofs to QuantumShift with the time frames required herein and that such Galley Proofs have not been modified after QuantumShift’s review. QuantumShift may request additional Galley Proofs with at least one (1) week’s advance notice to CenturyLink and at charges as provided in Exhibit B.
- h. If QuantumShift elects to provide Listing Information via an annual data file to the CenturyLink Publisher, QuantumShift will: (i) provide the annual one time data file for each individual directory to the Publisher prior to the BOC, with notice to CenturyLink at least forty-five (45) days prior to file submission of QuantumShift intent to provide a data file of Listing Information; and (ii) provide the data file of Listing Information in a format as provided in Section 7 of this Article..

**3. CENTURYLINK OBLIGATIONS AND RESPONSIBILITIES**

During the Term of this Agreement, the responsibilities of CenturyLink and, as directed by CenturyLink, its Publisher, shall be the following:

- a. CenturyLink shall include one standard listing (“QuantumShift Listing”) for each Subscriber, at no charge to QuantumShift or QuantumShift’s subscribers, for whom CenturyLink or its Publisher receives Listing Information in CenturyLink’s Directories for a CenturyLink Local Area in accordance with *Exhibit A*. Standard QuantumShift Listings shall be interfiled alphabetically with listings of other local exchange telephone company subscribers and treated in the same manner as CenturyLink Listings and pursuant to this Appendix.
  
- b. Where QuantumShift submits Listing Information via the LSR/DSR process, CenturyLink shall make reasonable provisions to ensure that QuantumShift Subscribers’ Listing Information is properly entered into the CenturyLink database and transmitted to Publisher, as provided by QuantumShift. In the event that CenturyLink incorrectly publishes the Listing Information of a QuantumShift subscriber(s), through no fault of QuantumShift, CenturyLink shall promptly, but in any event within ten (10) days of notice from QuantumShift, take actions to correct the Listing Information in the CenturyLink database used for publishing Directories, and will reasonably cooperate with QuantumShift to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities pursuant to this Section 3 b, either Party may invoke the Dispute Resolution terms of this Agreement.
  
- c. CenturyLink shall make available, at no charge to QuantumShift or its Subscribers, one listing for each QuantumShift business customer under the appropriate heading (if such heading is supplied by QuantumShift) in CenturyLink’s applicable classified Directories, such headings and Directories to be determined at CenturyLink’s discretion. CenturyLink shall work cooperatively with QuantumShift to ensure any such listings for government agencies are also included in the appropriate section and under the appropriate heading.
  
- d. CenturyLink shall include, at no additional charge, QuantumShift critical contact information alphabetically (by local exchange carrier) in the information pages of



its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where QuantumShift offers Local Service, in accordance with CenturyLink's standards for inclusion in a given Directory. For this purpose, QuantumShift must: supply in a timely manner critical contact information needed by CenturyLink to produce information pages, and ensure that critical contact information telephone numbers are working numbers. Critical contact information includes QuantumShift's name and logo, telephone numbers for telephone services, billing, and repair services.

- e. Except as provided in Section 7.b. below for the annual one time submission of Listing Information to the Publisher, CenturyLink shall not be restricted in supplying to third party directory publishers QuantumShift Subscriber Information pursuant to this Appendix and interfiled with Listing Information of CenturyLink and other QuantumShift subscribers as may be required to fulfill regulatory and legal requirements for the sole purpose of publishing directory listings. Further, the Parties agree that such Listing Information provided to third party directory publishers shall not contain information or data that could be used to distinguish QuantumShift Subscribers from CenturyLink or other QuantumShift Subscribers.
- f. CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to QuantumShift or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by QuantumShift. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new QuantumShift Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyLink's receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyLink's standard procedures. CenturyLink shall make available in the published Directory to QuantumShift's Subscribers an 800 number to use for any Secondary Distribution requirements.
- g. Except where QuantumShift elects to submit Listing Information directly to the Publisher, CenturyLink shall provide an extract of QuantumShift Subscribers'

alphabetical listings thirty (30) days prior to the Business Office Close (“BOC”) date for a Directory publication (generally referred to as a “Galley Proof”). Said review process shall be subject to the availability of QuantumShift Listings in advance of publication and within the time/deadline constraints imposed by CenturyLink and/or its Publisher as set forth above in Section 2. QuantumShift shall be responsible for any costs associated with the review process charged by CenturyLink and/or its Publisher; provided however, where such costs associated with the review process are not set forth in this Agreement, CenturyLink shall provide in writing costs to be incurred and obtain the prior written consent of QuantumShift before engaging in any such work on behalf of QuantumShift.

- h. Within ten (10) business days of a request by QuantumShift, CenturyLink will provide QuantumShift with the appropriate contact information for the CenturyLink directory publisher.
- i. CenturyLink shall provide notice of Directory Service process or guideline changes to QuantumShift as soon as such change is practicably known to CenturyLink.

#### **4. DIRECTORY ADVERTISING**

QuantumShift acknowledges and agrees that this Agreement does not cover the provision of Directory advertising, and QuantumShift expressly acknowledges that any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyLink’s standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

#### **5. COOPERATION**

The Parties acknowledge and agree that cooperation between them will be required to serve the needs of each Party’s subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

#### **6. SALES AND PUBLISHING PROCEDURES**

CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All QuantumShift listings shall be subject to such publishing schedules, procedures, standards, and practices, and

scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply QuantumShift with updates concerning publishing schedules and related matters. Nothing in this Agreement shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher; provided however, in the event that QuantumShift chooses to provide listings via an annual data file, CenturyLink will notify QuantumShift in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a decision to change in publishers. Such notice will include contact information of the new directory Publisher and any known changes that will impact the process by which the QuantumShift's listings are to be included in the directory publication and distribution.

## **7. SUBMISSION OF LISTINGS FOR PUBLICATION**

QuantumShift may choose to send Subscriber Listing Information via the LSR/DSR process or an annual data file. For all directory markets inclusive, QuantumShift must choose either the LSR/DSR process or the annual data file method. If at any time QuantumShift wishes to change the methodology used previously, QuantumShift must notify CenturyLink in writing and the appropriate process will be instituted. Notification must be received at least one-hundred eighty (180) days before the desired effective date for the change of methodology. The Parties will work cooperatively together to effect such change.

### **a. LSR/DSR Option for submitting Directory Listings**

1. QuantumShift will submit directory listing requests for all listings, additions, changes, deletions via the LSR/DSR Process.
2. Notwithstanding anything herein or in related documents or guidelines, unless otherwise agreed by the Parties, CenturyLink will process all QuantumShift orders within forty-eight (48) hours of being submitted by QuantumShift.

### **b. Annual File**

1. QuantumShift may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyLink's own system, or rekeyed. CenturyLink shall direct its Publisher to handle Listing Information submitted via an annual data file and interfile QuantumShift Subscriber Listings alphabetically with CenturyLink's Subscriber Listings in the local white pages, and where applicable the Yellow Pages for business listings.
2. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any

business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.

3. It is QuantumShift's responsibility to ensure the annual data file is provided to CenturyLink and or the Publisher (if so elected by QuantumShift) before the corresponding close date each year; provided however, CenturyLink must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date
4. QuantumShift will provide a separate distribution file (marked 'distribution only') containing all subscribers for the applicable Directory area.
5. QuantumShift is responsible for selling its listings to third party requestors if QuantumShift selects the annual data file method.
6. There is no charge for the annual data file to be supplied by QuantumShift.

## **8. Description of Services:**

### Preliminary Pages

- Critical customer contact numbers for billing, service, repair
- Listing of QuantumShift name and address in alpha order on page(s) titled "Other Telephone Service Providers"

### Directory Listings

- A white pages listing for each published QuantumShift subscriber
- A standard regular listing in classified section of directory for each business
  - A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided
- Fulfillment of orders for directory listings to 3<sup>rd</sup> party directory publishers on behalf of QuantumShift \*
- A listing in the appropriate section of the directory for government agencies.

### White Pages Galleys \*

- One white pages galley for each directory to proof prior to publication at no charge
- Additional galleys available upon request
- One white page galley will be supplied only if the listings are maintained by CenturyLink

### Copies of Directories

- One copy of telephone directory to QuantumShift at time of publication

- Delivery of directories to QuantumShift subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified for hand delivery. For mailed, all quantities default to 1) during initial distribution
- For secondary distribution 800# must be used.

Directory Service Request \*

- Service order processing to update, establish or change a directory listing

**\*Applies only where the LSR/DSR Process is used by QuantumShift**