

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

This Forbearance Master Services Agreement ("Agreement") is between the CenturyLink Incumbent Local Exchange Carrier ("ILEC") entities listed in Attachment 1 of this Agreement (collectively and individually referred to as ("CenturyLink")) and Earthgrid PBC ("Customer") entities listed in Attachment 2 of this Agreement (collectively and individually referred to as ("Customer")) and becomes effective on the date the first Service Schedule is added (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of the specific products and services delineated herein ("Service") from CenturyLink.

**1. Term.** The term of the Agreement will commence on the Effective Date and continue on a monthly basis, unless earlier terminated in accordance with the Agreement ("Term"). Either party may provide written notice of termination to the other party at least 90 days before the desired date of expiration of this Agreement.

**2. Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Order(s), Local Service Requests ("LSRs"), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments") for the purpose of allowing Customer to provide Service to its residential and business End Users. Service will only be provided in CenturyLink's Incumbent Local Exchange Carrier (as such term is commonly understood within the telecommunications industry) service territory in the States indicated in Attachment 1.

### Available Service Schedules

- **Service Schedule for Legacy CenturyLink and Embarq Resale Service**
- **Service Schedule for Legacy Qwest Resale Service**
- **Service Schedule for Wholesale Local Voice Service ("WLV")**
- **Service Schedule for Wholesale Analog Loop ("WAL") and Related Offerings**
- **Service Schedule for Wholesale Extended Loops ("WEL") and Related Offerings**
- **Service Schedule for Wholesale Dedicated Interoffice Transport ("WDIT")**
- **Service Schedule for Wholesale Non-Loaded Loop ("WNL")**

**2.1 Proof of Authorization.** Each party is responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable law, as amended from time to time. Each party will make POAs available to the other party upon request. In the event of an allegation of an unauthorized change or unauthorized service, the party charged with the alleged infraction is responsible for resolving such claim, and it will indemnify and hold harmless the other party for any losses, damages, penalties, or other claims in connection with the alleged unauthorized change or service.

**3. Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order" or "LSR"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date" or a "Firm Order Commit" Date), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

### **4. Billing and Payment.**

**4.1 Rates and Commencement of Billing.** The rates for CenturyLink's provision of the Service are set forth in the applicable Service Attachment, attached, and/or incorporated herein by reference. Rates are subject to adjustment by CenturyLink on 30 days' written notice. Billing will commence upon the date the applicable Service is delivered to Customer ("Service Commencement Date"). If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

**4.2 Payment.** Undisputed amounts payable under this Agreement are due and payable within 30 days after the date of invoice (the "Payment Due Date"). Payment must be made in U.S. currency by check or wire transfer of immediately available funds. If the Payment Due Date falls on a Saturday, Sunday or on a designated bank holiday, the payment may be made the next business day. For invoices distributed electronically, the date of the invoice is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If Customer fails to make payment on or before the Payment Due Date, CenturyLink may invoke all available rights and remedies.

**4.3 Cessation of Order Processing.** CenturyLink may discontinue processing new orders for Services for any failure to make full payment of undisputed amounts invoiced for Services within 30 days following the Payment Due Date. CenturyLink's continued processing of orders in the absence of Customer's cure does not prevent CenturyLink from ceasing to process additional new orders for Services without further notice. Upon Customer's payment or cure of another breach, CenturyLink will resume processing orders for Services from Customer within one business day.

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

**4.4 Disconnection of Service.** CenturyLink will provide a final notice of non-payment 30 days prior to actual suspension and/or disconnection of services ("Final Non-Payment Notice"). If CenturyLink disconnects any Services provided under this Agreement for any uncured breach by Customer, Customer will pay the applicable charge set forth under this Agreement required to reconnect Services for each End User disconnected under this Section 4.4. If CenturyLink does not disconnect Customer's Service on the date specified in the Final Non-Payment Notice, and Customer's noncompliance continues, nothing contained herein precludes CenturyLink from disconnecting any or all Services. Customer is solely responsible for meeting any requirements under applicable law regarding disconnection of services to End Users.

**4.5 Billing Disputes.** If Customer disputes, in good faith, and withholds payment on any portion of the charges under this Agreement, Customer will notify CenturyLink in writing within 15 days following the Payment Due Date identifying the amount and rationale of such dispute. Billed amounts for which written, itemized, good faith disputes or claims have been filed must be resolved in accordance with this Section 4.5. Regardless of the status of any disputes, Customer will at a minimum pay all undisputed amounts due to CenturyLink. Both Customer and CenturyLink agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means before invoking any other rights or remedies.

**4.5.1 Withheld Disputed Charges.** If Customer disputes charges and does not pay such charges by the Payment Due Date, such charges may be subject to late payment charges. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts and applicable late payment charges within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. Customer may not continue to withhold the disputed amount following the initial resolution while pursuing further dispute resolution. If the disputed charges have been withheld and the dispute is resolved in favor of Customer, CenturyLink will credit Customer's bill for the amount of the disputed charges and any late payment charges that have been assessed no later than the second bill date after the resolution of the dispute.

**4.5.2 Paid Disputed Charges.** If Customer pays the disputed charges and the dispute is resolved in favor of CenturyLink, no further action is required. If Customer pays the charges disputed at the time of payment or at any time thereafter, and the dispute is resolved in favor of Customer, CenturyLink will adjust the billing, usually within two billing cycles after the resolution of the dispute, as follows: CenturyLink will credit Customer's bill for the disputed amount and any associated interest; or if the disputed amount is greater than the bill to be credited, pay the remaining amount to Customer. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

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

**4.6 Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

**4.7 Credit Approval and Deposits.** Customer will provide CenturyLink with credit information as requested. CenturyLink may require Customer to make a deposit as a condition of CenturyLink's acceptance of any Order or continuation of: (a) usage-based Services; or (b) non-usage based Service where Customer fails to timely pay CenturyLink hereunder or CenturyLink reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon CenturyLink's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

**4.8 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.9 Late Payment Charge.** If any portion of the payment is received by CenturyLink after the Payment Due Date, or if any portion of the payment is received by CenturyLink in funds that are not immediately available, then a late payment charge will be due to

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

CenturyLink. The late payment charge is the portion of the payment not received by the Payment Due Date multiplied by a late factor. The late factor is the lesser of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the Payment Due Date to and including the date that Customer actually makes the payment to CenturyLink; or (ii) 0.000407 per day, compounded daily for the number of days from the Payment Due Date to and including the date that Customer actually makes the payment to CenturyLink.

**5. Default.** If either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Service, in whole or in part, and/or (ii) subject to Section 6, pursue any remedies it may have at law or in equity. In addition to the remedies delineated herein, CenturyLink may cease order processing as discussed in Section 4.3, 10 days after written notice of any default under this Section 5.

### **6. Liabilities, Other Customer-Related Terms.**

**6.1 Service Levels.** Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**6.2 Damages Limitations.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Attachment.

**6.3 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

**6.4 Conversions.** If Customer is obtaining services from CenturyLink under an arrangement or agreement that includes the application of Termination Liability Assessment ("TLA") or minimum period charges, and if Customer wishes to convert such services to a Service under this Agreement, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein will be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

**6.5 Customer Contacts.** Customer, or Customer's authorized agent, is the single point of contact for its End User's service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Customer will inform its End Users that they are End Users of Customer and CenturyLink will not represent or infer otherwise, but this will not be interpreted to in any way restrict the ability of CenturyLink personnel to state factually correct information if a need has arisen to converse with such End Users. Customer's End Users contacting CenturyLink will be instructed to contact Customer, and CenturyLink's End User Customers contacting Customer will be instructed to contact CenturyLink. In responding to calls, neither party will make disparaging remarks about the other party. To the extent the correct provider can be determined, misdirected calls received by either party will be referred to the proper provider; however, nothing in this Agreement will be deemed to prohibit CenturyLink or Customer from discussing its products and services with the other party's End Users who call in order to gain information on, or to switch to, such products and services.

**7. Customer Premises; Title to Equipment.** If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

### 9. General Terms.

**9.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**9.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Service Attachment without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). Customer will indemnify, defend and hold CenturyLink and its affiliates harmless from any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**9.3 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address as reflected in CenturyLink's records, Attn. General Counsel.

**9.4 Confidentiality.** Neither party will: (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 received from the other party. 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. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

**9.5 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

**9.6 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the Telecommunications Act of 1996 and applicable decisions of the FCC and other regulatory authorities, where applicable. Otherwise, the law of the State of New York, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

**9.7 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.8 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT**

**9.9 Reporting Requirements.** If reporting obligations or requirements are imposed upon either party by any third party or regulatory agency in connection with this Agreement or the Services, including use of the Services by Customer or its End Users, the other party will reasonably assist that party in complying with such obligations and requirements.

**9.10 Cooperation on Fraud.** The parties will cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other. Customer is responsible for all claims, damages and/or costs incurred by CenturyLink as a result of fraud committed by Customer's End Users.

**Earthgrid PBC**



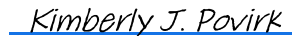
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Signature

Troy Helming  
\_\_\_\_\_  
Name Printed/Typed

President and CEO  
\_\_\_\_\_  
Title

Jul 21, 2023  
\_\_\_\_\_  
Date

**CenturyLink**

  
Kimberly J. Povirk (Jul 21, 2023 13:02 CDT)

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Signature

Kimberly J. Povirk  
\_\_\_\_\_  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales  
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Title

Jul 21, 2023  
\_\_\_\_\_  
Date

**CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT**

**ATTACHMENT 1  
LIST OF CENTURYLINK ILEC ENTITIES**

<b>ENTITY LIST (By State)</b>
<b>ARIZONA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>COLORADO</b>
CenturyTel of Colorado, Inc. d/b/a CenturyLink
CenturyTel of Eagle, Inc. d/b/a CenturyLink (Also provides 8 access lines into Utah from a central office in Colorado)
El Paso County Telephone Company d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>FLORIDA</b>
CenturyLink of Florida, Inc.
<b>IDAHO</b>
CenturyTel of the Gem State, Inc. d/b/a CenturyLink
CenturyTel of Idaho, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>IOWA</b>
CenturyTel of Chester, Inc. d/b/a CenturyLink
CenturyTel of Postville, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>MINNESOTA</b>
CenturyTel of Chester, Inc. d/b/a CenturyLink
CenturyTel of Minnesota, Inc. d/b/a CenturyLink
CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink
CenturyLink of Minnesota, Inc.
Qwest Corporation d/b/a CenturyLink QC
<b>MONTANA</b>
CenturyTel of Montana, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>NEBRASKA</b>
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink
<b>NEVADA</b>
CenturyLink of Nevada, LLC d/b/a CenturyLink
CenturyTel of the Gem State, Inc. d/b/a CenturyLink
<b>NEW MEXICO</b>
CenturyTel of the Southwest, Inc.
Qwest Corporation d/b/a CenturyLink QC
<b>NORTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>OREGON</b>
CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink
CenturyTel of Oregon, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink

**CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT**

<b>ENTITY LIST (By State)</b>
<b>SOUTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>UTAH</b>
Qwest Corporation d/b/a CenturyLink QC
<b>WASHINGTON</b>
CenturyTel of Cowiche, Inc. d/b/a CenturyLink
CenturyTel of Inter Island, Inc. d/b/a CenturyLink
CenturyTel of Washington, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink
<b>WISCONSIN</b>
Qwest Corporation d/b/a CenturyLink QC
Telephone USA of Wisconsin, LLC d/b/a CenturyLink
<b>WYOMING</b>
CenturyTel of Wyoming, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink of the West

CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

ATTACHMENT 2  
LIST OF CUSTOMER ENTITIES

ENTITY LIST (By State)
<b>ARIZONA</b>
Earthgrid PBC Corporation
<b>COLORADO</b>
Earthgrid PBC
<b>FLORIDA</b>
Earthgrid PBC
<b>IDAHO</b>
Earthgrid PBC dba Earthgrid PBC Corporation
<b>IOWA</b>
Earthgrid PBC
<b>MINNESOTA</b>
Earthgrid PBC Corporation
<b>NEVADA</b>
Earthgrid PBC
<b>NEW MEXICO</b>
Earthgrid PBC
<b>OREGON</b>
Earthgrid PBC
<b>UTAH</b>
Earthgrid PBC
<b>WASHINGTON</b>
Earthgrid PBC dba Earthgrid PBC Corporation
<b>WISCONSIN</b>
Earthgrid PBC
<b>WYOMING</b>
Earthgrid PBC



## SERVICE SCHEDULE FOR LEGACY CENTURYLINK AND EMBARQ RESALE SERVICE

### APPLICABLE STATES:

CenturyLink agrees to offer and Customer intends to purchase Resale Service in the states marked with an "X" as indicated below.

State
Colorado <input checked="" type="checkbox"/> CT
Florida <input checked="" type="checkbox"/> EQ
Idaho <input checked="" type="checkbox"/> CT
Iowa <input checked="" type="checkbox"/> CT
Minnesota <input checked="" type="checkbox"/> CT <input checked="" type="checkbox"/> EQ
Montana <input type="checkbox"/> CT
Nebraska <input type="checkbox"/> EQ
Nevada <input checked="" type="checkbox"/> CT <input checked="" type="checkbox"/> EQ
New Mexico <input checked="" type="checkbox"/> CT
Oregon <input checked="" type="checkbox"/> CT <input checked="" type="checkbox"/> EQ
Washington <input checked="" type="checkbox"/> CT <input checked="" type="checkbox"/> EQ
Wisconsin <input checked="" type="checkbox"/> CT
Wyoming <input checked="" type="checkbox"/> CT <input checked="" type="checkbox"/> EQ

# SERVICE SCHEDULE FOR LEGACY CENTURYLINK AND EMBARQ RESALE SERVICE

## 1.0 GENERAL TERMS

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

1.2 This Service Schedule is for all Customers requesting resale of CenturyLink retail Telecommunications Services applicable with CenturyLink's Tariffs, within the operating territory of the applicable CenturyLink ILEC entities.

1.3 If Customer is already doing business as a Reseller with CenturyLink, system limitations indicated in this Service Schedule will pertain to those Customers.

1.4 In order for a Customer to establish itself as a Reseller, it must follow the processes contained in this Schedule and as otherwise disclosed by CenturyLink and establish the necessary industry requirements, such as obtaining ACNAs, OCNs, and other necessary steps.

1.5 Customer is required to submit the CenturyLink Customer Profile/Checklist, and other required documentation, as described in the process in the CenturyLink standard practices.

1.6 Telecommunications Services provided directly to Customer for its own use and not resold to End Users are not available under this Schedule.

1.7 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by CenturyLink pursuant to an applicable provision herein, Customer may use the phrase "Customer is a Reseller of CenturyLink Services" (the Authorized Phrase) in Customer's printed materials provided:

1.7.1 The Authorized Phrase is not used in connection with any goods or services other than CenturyLink services resold by Customer.

1.7.2 Customer's use of the Authorized Phrase does not cause End Users to believe that Customer is CenturyLink.

1.7.3 The Authorized Phrase, when displayed, appears only in text form (Customer may not use the CenturyLink logo) with all letters being the same font and point size. The point size of the Authorized Phrase will be no greater than one fourth the point size of the smallest use of Customer's name and in no event will exceed 8-point size.

1.7.4 Customer will provide all printed materials using the Authorized Phrase to CenturyLink for its prior written approval.

1.7.5 If CenturyLink determines that Customer's use of the Authorized Phrase causes End User confusion, CenturyLink may immediately terminate Customer's right to use the Authorized Phrase.

1.7.6 Upon termination of Customer's right to use the Authorized Phrase or termination of this Schedule, all permission or right to use the Authorized Phrase will immediately cease to exist and Customer will immediately cease any and all such use of the Authorized Phrase. Customer will either promptly return to CenturyLink or destroy all materials in its possession or control displaying the Authorized Phrase.

1.8 All services made available by CenturyLink, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, all other terms and conditions and Applicable Law. CenturyLink will make available to Customer for resale to End Users any local Telecommunications Services that CenturyLink currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyLink to its retail End Users via its applicable local retail Tariff. Terms, conditions, and use limitations for Customer will be in Parity with services offered by CenturyLink to its End Users.

1.8.1 Resale services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Customer requests that facilities be constructed or enhanced to provide services for resale, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink retail Tariffs.

## SERVICE SCHEDULE FOR LEGACY CENTURYLINK AND EMBARQ RESALE SERVICE

1.8.2 Except as otherwise agreed to in writing by CenturyLink, CenturyLink will not be responsible for the installation, inspection, maintenance, repair or removal, of facilities, equipment, software, or wiring provided by Customer or Customer's End Users for use with any resold services.

1.8.3 CenturyLink and its suppliers will retain all rights, title and interest in any respective facilities, equipment, software, information, and wiring, used to provide Customer with resold services under this Schedule.

1.8.4 When applicable, CenturyLink will have access at all reasonable times to Customer's Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Schedule. Customer will, at Customer's expense, obtain any rights and/or authorizations necessary for such access.

1.8.5 Customer will be the Customer of record for all resold services purchased from CenturyLink. Except as specified herein, CenturyLink will take orders from, bill and expect payment from Customer for all services ordered.

1.8.6 CenturyLink will not be responsible for the manner in which Customer bills its End Users. All applicable rates and charges for services provided to Customer or to Customer's End Users under this Schedule will be billed directly to Customer and will be the responsibility of Customer regardless of Customer's ability to collect; including but not limited to toll and third-party charges unless Customer has taken appropriate actions to restrict Customer's End Users' ability to incur such charges.

### 2.0 PRICING

2.1 Rates are as provided in the applicable Rate Sheet(s) and Tariffs. Resale discounts are not available. The Rate Sheet removes the discounts and all resale products and services will be as set forth in the applicable CenturyLink Tariff. If rates for services resold by Customer under this Schedule change, based on changes in CenturyLink's Tariffs, charges billed to Customer for such services will be based upon the new Tariff. The new rate will be effective upon the effective date of the Tariff.

2.2 CenturyLink will charge Customer the normal LSR Service Order charges and/or non-recurring charges associated with said additions.

2.3 For any prospective Customer End User, CenturyLink will provide Customer with access to that subscriber's CPNI and Customer Service Records (CSRs) without requiring Customer to produce an individually signed letter of authorization ("LOA") prior to changing service providers or releasing CPNI, providing CSRs, or processing orders, subject to applicable rules, orders, and decisions, and based on Customer's blanket representation under the LOA that it has obtained authorization from each such prospective End User to obtain such CPNI, CSRs or submit such orders. These terms in this Section will be reciprocal for any prospective CenturyLink End User.

2.4 A Service Order charge for all LSRs (including Number Portability and NID LSRs) will be applicable when submitting a LSR for any reason other than for CSR purposes; CSRs will be charged at the CSR rate. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the Service Order Charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.

### 3.0. LIMITATIONS AND RESTRICTIONS ON RESALE

3.1 In addition to the limitations and restrictions set forth in this Schedule, CenturyLink may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.

3.2 Special access services are not available for resale under this Schedule and must be ordered out of the appropriate special access tariff via an Access Service Request (ASR).

## **SERVICE SCHEDULE FOR LEGACY CENTURYLINK AND EMBARQ RESALE SERVICE**

3.3 E911/911 is not a separate service available for resale. E911/911 Service is provided with each local Telephone Exchange Service line resold by Customer whenever E911/911 Service would be provided on the same line if provided by CenturyLink to a CenturyLink End User.

3.3.1 CenturyLink will use its standard Service Order process to update and maintain the Customer's End User service information in the Automatic Location Identification/Database Management System (ALI/DBMS) used to support 911 Services on the same schedule that it uses for its own retail End Users. CenturyLink will provide Customer End User information to the Public Safety Answering Point (PSAP). Customer will update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by Customer, and CenturyLink will not be responsible for any failure of Customer to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.

3.3.2 Customer is responsible for collecting from its End Users and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges subject to Applicable Law.

### **4.0 REQUIREMENTS FOR SPECIFIC SERVICES**

4.1 Customer may offer to resell End User-initiated suspension and restoral service to its End Users if and to the extent offered by CenturyLink to its retail End Users.

4.1.1 Customer may also provide CenturyLink-initiated suspension service for its own purposes, where available. CenturyLink will make these services available at the retail rate in the applicable Tariff. Customer is be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.1.1.1 If Customer submits a request for a disconnection of an End User service and subsequently requests reconnection of the same End User service, the terms for suspension of service will apply.

4.1.1.2 Service Order charges and any applicable Tariff fees will apply to all temporary suspension and restoral requests made by Customer including disconnection and subsequent reconnection requests for the same End User service.

4.1.2 If Customer suspends service for one of its End Users and fails to submit a subsequent disconnection order within the maximum number of days permitted for a company-initiated suspension pursuant to the applicable Tariff or Applicable Law, Customer will be charged and will be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.1.3 If Customer restores its End User, restoral charges will apply, and Customer will be billed for the appropriate service from the time of suspension.

### **5.0 PRE-ORDERING AND ORDERING**

5.1 CenturyLink will provide pre-ordering and ordering services for resale services to Customer consistent with CenturyLink's standard practices.

5.1.1 CenturyLink will accept orders for As-Is Transfer as a service connection charge at full rates from the retail Tariffs for services from CenturyLink to Customer where CenturyLink is the End User's current Local Exchange Carrier.

5.1.2 When Customer has obtained an End User from another reseller of CenturyLink services, Customer will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.

5.2 Any orders for new services for resale will be pursuant solely to the terms of this Schedule and the applicable Tariff for the service.

5.3 When Customer issues any orders to change or add any new resale services, it will be treated as new services for resale and will be provided solely under the Tariffs. Due to systems limitations the Orders will be processed in the same manner through the Wholesale Service Center and some invoices will have a discount. Adjustments to remove

## **SERVICE SCHEDULE FOR LEGACY CENTURYLINK AND EMBARQ RESALE SERVICE**

the discount and bill the full tariff rates will be made. Customer agrees not to contest such Resale true-up Bills unless such billing is not consistent with the applicable Tariff.

5.4 Where Customer resells service to a new (not currently existing) End User, CenturyLink will allow Customer to place Service Orders and receive phone number assignments pursuant to the retail Tariff.

5.5 CenturyLink will provide repair and maintenance services to Customer and its End Users for resold services in accordance with the terms set forth in the retail Tariffs. CenturyLink will not initiate a maintenance call or take action in response to a trouble report from a Customer End User until such time as trouble is reported to CenturyLink by Customer. Customer must provide to CenturyLink all End User information necessary for the installation, repair and servicing of any facilities used for resold services.

### **6.0 ACCESS CHARGES**

6.1 CenturyLink retains all revenue due from other carriers for access to CenturyLink's facilities, including both Switched Access and special access charges. CenturyLink retains all Switched Access Service revenues when providing Switched Access Services for Customer's retail End Users served via resale.

# SERVICE SCHEDULE FOR LEGACY CENTURYLINK AND EMBARQ RESALE SERVICE

## ATTACHMENT 1- DEFINITIONS

**"911 Service or 911"** Basic 911 Service provides a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number (911). As used in this Agreement, references to 911 Service shall include E911 as defined herein, as appropriate.

**"Access Service Request (ASR)"** The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing special access, Switched Access Services, and Interconnection.

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

**"Affiliate"** is defined as set forth in 47 U.S.C. §153.

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

**"As-Is Transfer (AIT)"** The transfer of all Telecommunications Services and features available for resale that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided as is.

**"Automatic Location Identification (ALI)"** means a record that includes the subscriber's telephone number (identified by ANI), street address, Emergency Service Number and other predetermined information associated with the E911 caller's telephone number, which can be forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.); will be identified with the service address of the calling party's listed number.

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

**"Central Office"** means a building or a space within a building where transmission facilities or circuits are connected or switched.

**"Commercial Mobile Radio Service"** or **"CMRS"** is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

**"Common Channel Signaling (CCS)"** A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

**"Copper Loop"** A stand-alone Local Loop comprised entirely of copper wire or copper cable. Copper Loops include two-wire and four-wire analog voice-grade Copper Loops, digital Copper Loops (e.g., DS0s and Integrated Services Digital Network lines), as well as two-wire and four-wire Copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. A Copper Loop includes attached electronics using Time Division Multiplexing (TDM) technology, but does not include packet, cell or frame switching capabilities.

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

**"Customer Proprietary Network Information (CPNI)"** is defined in 47 U.S.C. §222 and shall also include any additional information specified pursuant to State law.

**"Customer Service Record (CSR)"** A record detailing the services to which an End User subscribes from its Telecommunications provider(s).

**"Database Management System (DBMS)"** A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

**"Demarcation Point"** is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

**"DS-1"** is a service having an absolute digital signal speed of 1.544 Mbps.

**"DS-3"** is a service having an absolute digital signal speed of 44.736 Mbps.

**"Electronic Interface"** is direct access to Operations Support Systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

**"Emergency Services"** Law enforcement, fire, ambulance, rescue, and medical services.

**"Emergency Service Number (ESN)"** A three to five-digit number that represents a unique combination of Emergency Services in one or more ESZs.

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

**"FCC"** means the Federal Communications Commission.

**"Fiber-to-the-curb Loop (FTTC Loop)"** A Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than five-hundred (500) feet from the customer's Premises or, in the case of predominantly residential multiple dwelling units (MDUs), not more than five-hundred (500) feet from the MDU's minimum point of entry (MPOE). The fiber optic cable in a fiber-to-the-curb Local Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five-hundred (500) feet from the respective customer's Premises.

**"Hybrid Loop"** A Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

**"Inside Wire or Inside Wiring"** Wiring within the customer Premises that extends to the Demarcation Point of CenturyLink's outside plant. Inside Wire is owned or controlled by the End User (unless otherwise specified herein or under Applicable Law).

**"Integrated Services Digital Network (ISDN) User Part (ISUP)"** A part of the SS7 protocol that defines call setup messages and call takedown messages.

**"Interexchange Carrier"** or **"IXC"** means a Carrier that provides InterLATA or IntraLATA Toll services.

**"Local Exchange Carrier"** or **"LEC"** means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of Commercial Mobile Radio Service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

**"Local Loop"** A transmission facility between a Main Distribution Frame or its equivalent, in a CenturyLink Central Office or Wire Center, including remote offices, and up to the Demarcation Point at a customer's Premises, to which Customer is granted exclusive use as an Unbundled Network Element. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer Premises. Local Loops include Copper Loops, Hybrid Loops, DS1 loops, DS3 loops, and FTTC Loops.

**"Local Service Request"** or **"LSR"** means the industry standard forms and supporting documentation used for ordering local services.

**"Loop"** or **"Unbundled Loop"** is defined as a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User's Premises.

**"Main Distribution Frame (MDF)"** A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.

**"Network Element"** is defined as set forth in 47 U.S.C. §153.

## SERVICE SCHEDULE FOR LEGACY CENTURYLINK AND EMBARQ RESALE SERVICE

**“Network Interface Device (NID)”** A stand-alone Network Element defined as any means of interconnecting Inside Wiring to CenturyLink’s distribution plant, such as a cross-connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the Local Loop to End User Inside Wiring, regardless of the specific mechanical design.

**“Number Portability (NP)”** The ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

**“Operations Support Systems (OSS)”** The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink’s databases and information.

**“Parity”** means subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, Network Elements or functionality under this Agreement to Customer, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, Network Elements or functionality unless otherwise set forth in Applicable Law. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, Network Elements or functionality on a non-discriminatory basis to Customer as it provides to its Affiliates or any other entity that obtains such services, Network Elements or functionality.

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

**“Premises”** refers to CenturyLink’s Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by CenturyLink that is adjacent to these Central Offices, Wire Centers, buildings and structures.

**“Public Safety Answering Point (PSAP)”** An entity to whom authority has been lawfully delegated to respond to public emergency telephone calls originating in a defined geographic area, and may include public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities. A PSAP may act as a primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP is the PSAP to which 911 calls are routed directly from the Selective Router and secondary PSAPs receive calls transferred from the primary PSAP.

**“Public Switched Network”** includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the North American Numbering Plan in connection with the provision of switched services.

**“Reseller”** is a category of Customers who purchase the use of finished services for the purpose of reselling those Telecommunications Services to their End Users.

**“Selective Router (SR)”** The switching equipment used to route 911 calls to the proper PSAP, or other designated destinations, based upon the caller’s location information and other factors.

**“Service Order”** An order submitted by Customer to CenturyLink ordering or changing an Unbundled Network Element, or other services and facilities (including any porting requests) available in accordance with the terms of this Agreement.

**“Serving Wire Center”** denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer Premises.

**“Signaling Point (SP)”** A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

**“Signaling System 7 (SS7)”** The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that is used to provide basic routing information, call set-up and other call termination functions.

**“Switch”** means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

**“Tariff”** as used throughout this Schedule refers to CenturyLink interstate tariffs and state tariffs, price lists, catalogs and price schedules.

**“TDM or TDM Technology or Time Division Multiplexing”** A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.

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

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

**“Telephone Exchange Service”** means a Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End Users intercommunicating Service of the character ordinarily furnished by a single exchange, and which is covered by the exchange Service charge, or comparable Service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

**“Unbundled Network Element (UNE)”** A Network Element separate from the facility or functionality of other Network Elements available for a separate fee in accordance with 47 U.S.C. §251(c)(3).

**“Wire Center”** denotes a building or space within a building that serves as an aggregation point on a given Carrier’s network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of basic exchange Telecommunications Services and access Services, are located.

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

KEY CODES		CenturyTel - Colorado		October 3, 2022
<b>MRC</b>	<b>NRC</b>	<b>Resale Elements</b>		
		<b>Customer Record Search Charges</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$12.81
		CSR - Electronic		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Resale Discount	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order / Installation / Repair</b>	<b>MRC</b>	<b>NRC</b>
	10008	Service Order Requests - Simple		\$9.31
	10009	Service Order Requests - Complex		\$41.38
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.70
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		



KEY CODES		CenturyTel - Iowa		October 3, 2022
MRC	NRC	Resale Elements		
		<b>Customer Record Search Charges</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$12.24
		CSR - Electronic		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Resale Discount	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order / Installation / Repair</b>	<b>MRC</b>	<b>NRC</b>
	10008	Service Order Requests - Simple		\$9.34
	10009	Service Order Requests - Complex		\$41.90
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.67
		<b>NOTE: Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.</b>		

KEY CODES		CenturyTel - Idaho		October 3, 2022
MRC	NRC	Resale Elements		
		<b>Customer Record Search Charges</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$11.67
		CSR - Electronic		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Resale Discount	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order / Installation / Repair</b>	<b>MRC</b>	<b>NRC</b>
	10008	Service Order Requests - Simple		\$9.23
	10009	Service Order Requests - Complex		\$41.08
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.64
		<b>NOTE: Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.</b>		

KEY CODES		CenturyTel - Minnesota		October 3, 2022
MRC	NRC	Resale Elements		
		Customer Service Record Search	MRC	NRC
		CSR - Manual		\$12.34
		CSR - Automated		\$0.00
		Removal of former Wholesale Resale Discount under previous agreements for billing	MRC	NRC
		Resale Discount	0.00%	
		Other Charges	MRC	NRC
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		Service Order / Installation / Repair	MRC	NRC
	I0008	Service Order Requests - Simple		\$9.64
	I0009	Service Order Requests - Complex		\$42.85
	I0010	Service Order Requests for DSR - Directory Listing Only		\$5.90
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		CenturyTel - New Mexico		October 3, 2022
MRC	NRC	Resale Elements		
		Customer Service Record Search	MRC	NRC
		CSR - Manual		\$12.85
		CSR - Automated		\$0.00
		Removal of former Wholesale Resale Discount under previous agreements for billing	MRC	NRC
		Resale Discount	0.00%	
		Other Charges	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		Service Order / Installation / Repair	MRC	NRC
	10008	Service Order Requests - Simple		\$9.31
	10009	Service Order Requests - Complex		\$41.42
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.69
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		CenturyTel - Nevada		October 3, 2022
MRC	NRC	Resale Elements		
		Customer Service Record Search	MRC	NRC
		CSR - Manual		\$11.67
		CSR - Automated		\$0.00
		Removal of former Wholesale Resale Discount under previous agreements for billing	MRC	NRC
		Resale Discount	0.00%	
		Other Charges	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Service Order / Installation / Repair	MRC	NRC
	I0008	Service Order Requests - Simple		\$9.23
	I0009	Service Order Requests - Complex		\$41.08
	I0010	Service Order Requests for DSR - Directory Listing Only		\$5.64
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		CenturyTel - Oregon		October 3, 2022
MRC	NRC	Resale Elements		
		Customer Service Record Search	MRC	NRC
		CSR - Manual		\$12.22
		CSR - Automated		\$0.00
		Removal of former Wholesale Resale Discount under previous agreements for billing	MRC	NRC
		Resale Discount	0.00%	
		Other Charges	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		Service Order / Installation / Repair	MRC	NRC
	10008	Service Order Requests - Simple		\$9.38
	10009	Service Order Requests - Complex		\$41.75
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.74
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		CenturyTel - Washington		October 3, 2022
MRC	NRC	Resale Elements		
		Customer Service Record Search	MRC	NRC
		CSR - Manual		\$12.30
		CSR - Automated		\$0.00
		Removal of former Wholesale Resale Discount under previous agreements for billing	MRC	NRC
		Resale Discount	0.00%	
		Other Charges	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		Service Order / Installation / Repair	MRC	NRC
	10008	Service Order Requests - Simple		\$9.31
	10009	Service Order Requests - Complex		\$41.59
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.68
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		CenturyTel - Wisconsin		October 3, 2022
MRC	NRC	Resale Elements		
		Customer Service Record Search	MRC	NRC
		CSR - Manual		\$13.22
		CSR - Automated		\$0.00
		Removal of former Wholesale Resale Discount under previous agreements for billing	MRC	NRC
		Resale Discount	0.00%	
		Other Charges	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		Service Order / Installation / Repair	MRC	NRC
	10008	Service Order Requests - Simple		\$9.24
	10009	Service Order Requests - Complex		\$41.25
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.64
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		



KEY CODES		CenturyTel - Wyoming		October 3, 2022
MRC	NRC	Resale Elements		
		Customer Service Record Search	MRC	NRC
		CSR - Manual		\$12.88
		CSR - Automated		\$0.00
		Removal of former Wholesale Resale Discount under previous agreements for billing	MRC	NRC
		Resale Discount	0.00%	
		Other Charges	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		Service Order / Installation / Repair	MRC	NRC
	10008	Service Order Requests - Simple		\$9.24
	10009	Service Order Requests - Complex		\$41.55
	10010	Service Order Requests for DSR - Directory Listing Only		\$5.60
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

Table 1 - Rates

KEY CODES		Embarq - Florida	October 3, 2022	
MRC	NRC	Resale Elements		
		<b>Customer Service Record Search</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$13.69
		CSR - Automated		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order</b>	<b>MRC</b>	<b>NRC</b>
	I0008	Manual Service Order NRC		\$28.10
	I0009	Manual Service Order - Listing Only		\$14.81
	I0010	Manual Service Order - Change Only		\$13.76
	I0011	Electronic Service Order		\$3.82
	I0012	Electronic Service Order - Listing Only		\$0.42
	I0013	Electronic Service Order - Change Only		\$1.66
		<b>NOTE: Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.</b>		

KEY CODES		Embarq - Minnesota		October 3, 2022
<b>MRC</b>	<b>NRC</b>	<b>Resale Elements</b>		
		<b>Customer Service Record Search</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$12.34
		CSR - Automated		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order</b>	<b>MRC</b>	<b>NRC</b>
	I0008	Manual Service Order NRC		\$16.50
	I0009	Manual Service Order - Listing Only		\$16.50
	I0010	Manual Service Order - Change Only		\$16.50
	I0011	Electronic Service Order		\$9.13
	I0012	Electronic Service Order - Listing Only		\$9.13
	I0013	Electronic Service Order - Change Only		\$9.13
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		Embarq - Nevada		October 3, 2022
MRC	NRC	Resale Elements		
		<b>Customer Service Record Search</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$11.67
		CSR - Automated		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order</b>	<b>MRC</b>	<b>NRC</b>
	I0008	Manual Service Order NRC		\$9.46
	I0009	Manual Service Order - Listing Only		\$7.52
	I0010	Manual Service Order - Change Only		\$9.46
	I0011	Electronic Service Order		\$3.50
	I0012	Electronic Service Order - Listing Only		\$1.50
	I0013	Electronic Service Order - Change Only		\$3.50
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		Embarq - United Telephone Company of the Northwest - Oregon	October 3, 2022	
<b>MRC</b>	<b>NRC</b>	<b>Resale Elements</b>		
		<b>Customer Service Record Search</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$12.22
		CSR - Automated		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order</b>	<b>MRC</b>	<b>NRC</b>
	I0008	Manual Service Order NRC		\$17.01
	I0009	Manual Service Order - Listing Only		\$17.01
	I0010	Manual Service Order - Change Only		\$17.01
	I0011	Electronic Service Order		\$9.41
	I0012	Electronic Service Order - Listing Only		\$9.41
	I0013	Electronic Service Order - Change Only		\$9.41
		<b>NOTE: Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.</b>		

KEY CODES		Embarq - Washington		October 3, 2022
MRC	NRC	Resale Elements		
		<b>Customer Service Record Search</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$12.30
		CSR - Automated		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order</b>	<b>MRC</b>	<b>NRC</b>
	I0008	Manual Service Order NRC		\$17.01
	I0009	Manual Service Order - Listing Only		\$17.01
	I0010	Manual Service Order - Change Only		\$17.01
	I0011	Electronic Service Order		\$9.41
	I0012	Electronic Service Order - Listing Only		\$9.41
	I0013	Electronic Service Order - Change Only		\$9.41
		<b>NOTE:</b> Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.		

KEY CODES		Embarq - Wyoming		October 3, 2022
<b>MRC</b>	<b>NRC</b>	<b>Resale Elements</b>		
		<b>Customer Service Record Search</b>	<b>MRC</b>	<b>NRC</b>
		CSR - Manual		\$12.88
		CSR - Automated		\$0.00
		<b>Removal of former Wholesale Resale Discount under previous agreements for billing</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for UNE-P / Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for UNE-P / Resale - <b>RESTORE</b>		\$21.00
		<b>Service Order</b>	<b>MRC</b>	<b>NRC</b>
	I0008	Manual Service Order NRC		\$17.01
	I0009	Manual Service Order - Listing Only		\$17.01
	I0010	Manual Service Order - Change Only		\$17.01
	I0011	Electronic Service Order		\$9.41
	I0012	Electronic Service Order - Listing Only		\$9.41
	I0013	Electronic Service Order - Change Only		\$9.41
		<b>NOTE: Any services for which resale discounts applied are now billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.</b>		

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

### APPLICABLE STATES:

CenturyLink agrees to offer and Customer intends to purchase Resale Service in the states marked with an "X" as indicated below.

Arizona	X
Colorado	X
Idaho	X
Iowa	X
Minnesota	X
Montana	
Nebraska	
New Mexico	X
North Dakota	
Oregon	X
South Dakota	
Utah	X
Washington	X
Wyoming	X



# SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

## 1.0 General terms

- 1.1 Definitions. Capitalized terms used herein are defined in Attachment 1.
- 1.2 This Service Schedule is for all Customers requesting resale of CenturyLink retail Telecommunications Services applicable with CenturyLink's Tariffs, within the operating territory of Qwest Corporation.
- 1.3 If Customer is already doing business as a Reseller with CenturyLink, system limitations indicated in this Service Schedule will pertain to such Customer.
- 1.4 In order for Customer to establish itself as a Reseller, it must follow the processes contained in this Schedule and the applicable Product Catalogs ("PCAT") and establish the necessary industry requirements, such as obtaining ACNAs, OCNs, and other necessary steps. In addition, the PCATs may have further specific requirements when ordering certain services (for example, 911 PS/ALI requirements). Such requirements can be found in the applicable PCATs, and Customer will comply with such requirements.
- 1.5 Telecommunications Services provided directly to Customer for its own use and not resold to End Users are not available under this Schedule.
- 1.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by CenturyLink pursuant to an applicable provision herein, Customer may use the phrase "Customer is a Reseller of CenturyLink Services" (the Authorized Phrase) in Customer's printed materials provided:
- 1.6.1 The Authorized Phrase is not used in connection with any goods or services other than CenturyLink services resold by Customer.
- 1.6.2 Customer's use of the Authorized Phrase does not cause End Users to believe that Customer is CenturyLink.
- 1.6.3 The Authorized Phrase, when displayed, appears only in text form (Customer may not use the CenturyLink logo) with all letters being the same font and point size. The point size of the Authorized Phrase will be no greater than one fourth the point size of the smallest use of Customer's name and will not exceed 8-point size.
- 1.6.4 Customer will provide all printed materials using the Authorized Phrase to CenturyLink for its prior written approval.
- 1.6.5 If CenturyLink determines that Customer's use of the Authorized Phrase causes End User confusion, CenturyLink may immediately terminate Customer's right to use the Authorized Phrase.
- 1.6.6 Upon termination of Customer's right to use the Authorized Phrase or termination of this Schedule, all permission or right to use the Authorized Phrase will immediately cease to exist and Customer will immediately cease any and all such use of the Authorized Phrase. Customer will either promptly return to CenturyLink or destroy all materials in its possession or control displaying the Authorized Phrase.

## 2.0 Resale Services Description

- 2.1 CenturyLink will offer for resale at the same rates that CenturyLink charges to End Users purchasing the same applicable service any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All CenturyLink retail Telecommunications Services are available for resale from CenturyLink pursuant to the Act and the terms and conditions for such services are available in CenturyLink's applicable Tariffs.

## 3.0 Terms and Conditions

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

- 3.1 Services available for resale under this Schedule may be resold only to the same class of End Users to which CenturyLink sells such services out of CenturyLink's Tariff.
- 3.2 Private line service used for special access is not available for resale under this Schedule and must be ordered out of the appropriate Special Access tariff via an ASR.
- 3.3 Specific services that are available for resale out of CenturyLink's Tariff are listed in the PCAT.
- 3.4 E911/911 service is provided with each local Exchange Service line resold by Customer whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink retail End User.
- 3.4.1 CenturyLink will provide to Customer, for Customer's End Users, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). CenturyLink will not be responsible for any failure of Customer to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information. CenturyLink will provide Customer's End User information to the Automatic Location Identification/Database Management System (ALI/DBMS). CenturyLink will use its standard process to update and maintain Customer's End User service information in the ALI/DBMS used to support E911/911 services on the same schedule that it uses for its retail End Users. CenturyLink assumes no liability for the accuracy of information provided by Customer.
- 3.4.2 For Reseller Customer, Customer's Private Switch/Automatic Location Identification (PS/ALI) End User is required to install a minimum of two (2) trunks for each main location listed where the PBX/Centrex/Centron resides on an End User's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 Interconnection. PS/ALI service is available in some CenturyLink End Office Switches over PRI trunks. If Customer's PS/ALI End User uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.
- 3.5 CenturyLink will accept at no charge one (1) primary white pages Directory Listing for each main telephone number belonging to Customer's End User based on End User information provided to CenturyLink by Customer. CenturyLink will place Customer's End User's Listings in CenturyLink's Directory Assistance Database and will include such Listings in CenturyLink's Directory Assistance Service.
- 3.6 If CenturyLink provides and Customer accepts CenturyLink's Directory Assistance Service or operator services for Customer's resold local Exchange Service lines, such Directory Assistance and operator services may be provided with branding where available.
- 3.7 Customer will designate the primary interexchange carrier (PIC) assignments on behalf of its End Users for InterLATA and IntraLATA services. Customer and CenturyLink will follow all Applicable Laws, rules and regulations with respect to PIC changes. CenturyLink will disclaim any liability for Customer's improper InterLATA and IntraLATA PIC change requests, and Customer will disclaim any liability for CenturyLink's improper InterLATA (when applicable) and IntraLATA PIC change requests.
- 3.8 When End Users switch from CenturyLink to Customer, or to Customer from any other Reseller and if they do not change their service address to an address served by a different Rate Center, such End Users will be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Laws or regulations for number administration and Local Number Portability (LNP).
- 3.9 In the event CenturyLink properly terminates the Provisioning of any resold services to Customer for any reason, Customer will be responsible for providing any and all necessary notice to its End Users of the termination. In no case will CenturyLink be responsible for providing such notice to Customer's End Users. CenturyLink will provide notice to Customer of CenturyLink's termination of a resold service on a timely basis.

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

- 3.10 The underlying network provider of a resold service will be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.
- 3.11 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Customer requests that facilities be constructed or enhanced to provide resold services, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service as set forth in CenturyLink's retail Tariffs. Customer will compensate for the cost of such construction according to the terms of the applicable retail Tariff.

### 4.0 Rates and Charges

- 4.1 The Telecommunications Services offerings available for resale are available at the retail Tariff rates and may (if applicable) be subject to Commission-approved changes of such Tariffs, and any such changes will apply from the effective date of such change on a going-forward basis only.
- 4.2 Any services ordered will be billed at full Tariff rates. The section "Removal of former Wholesale Discount Rates" in a Rate Sheet(s) (attached and/or incorporated by reference) will be used for Billing purposes to remove discounts and when appropriate to signify adjustments to be made.
- 4.3 The Customer Transfer Charges (CTC) as specified in a Rate Sheet(s) apply when transferring services to Customer.
- 4.4 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End Users, will continue to be paid by Customer for each local exchange line resold under this Schedule. All federal and state rules and regulations associated with SLC are found in the applicable CenturyLink Tariffs.
- 4.5 Customer will pay to CenturyLink the Primary Interexchange Carrier (PIC) change charge without discount for Customer End User changes of Interexchange or IntraLATA Carriers. Any change in Customer's End User's Interexchange or IntraLATA Carrier must be requested by Customer on behalf of its End User, and CenturyLink will not accept changes to Customer's End User's Interexchange or IntraLATA Carrier(s) from anyone other than Customer.
- 4.6 Customer will pay CenturyLink when its End User activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace). With respect to all such charges, CenturyLink will provide Customer with sufficient information to enable Customer to bill its End Users.
- 4.7 Miscellaneous Charges applicable to services ordered for resale by Customer will apply if such Miscellaneous Charges apply for equivalent services ordered by CenturyLink retail End Users. Such Miscellaneous Charges include charges listed in the applicable CenturyLink Tariffs.
- 4.8 CenturyLink will timely bill new CenturyLink Tariff rates or charges using the effective date for such rates or charges as ordered by the Commission. If CenturyLink bills Customer amounts different from new or changed rates after the effective date of such rates or charges, CenturyLink will make appropriate bill adjustments or provide appropriate bill credits on Customer's bill(s).
- 4.9 If rates for services resold by Customer under this Schedule change, based on changes in CenturyLink's Tariffs, charges billed to Customer for such services will be based upon the new Tariff. The new rate will be effective upon the effective date of the Tariff.
- 4.10 Product-specific nonrecurring charges as set forth in CenturyLink's applicable Tariffs will apply when new or additional resold services are ordered and installed at Customer's request for use by Customer's End Users.

### 5.0 Ordering Process

- 5.1 Customer, or Customer's agent, will act as the single point of contact for its End Users' service

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

- needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. Customer's End Users contacting CenturyLink in error will be instructed to contact Customer; and CenturyLink's End Users contacting Customer in error will be instructed to contact CenturyLink. In responding to calls, neither party will make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either party will be referred to the proper provider of local Exchange Service; however, nothing in this Schedule will be deemed to prohibit CenturyLink or Customer from discussing its products and services with Customer's or CenturyLink's End Users who call the other party seeking such information.
- 5.2 Customer will transmit to CenturyLink all information necessary for the ordering (Billing, Directory Listing and other information), installation, repair, maintenance and post-installation servicing according to CenturyLink's standard procedures, as described in the applicable CenturyLink Product Catalogs (PCAT) available on CenturyLink's public web site. Information will be provided using CenturyLink's designated Local Service Request (LSR) format which may include the LSR, End User and resale forms.
- 5.3 Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff.
- 5.4 When Customer issues any orders to change or add any new resale services, it will be treated as new services for resale and will be provided solely under the Tariffs. Due to systems limitations the orders will be processed in the same manner through the Wholesale Service Center and some invoices will have a discount. Adjustments to remove the discount and bill the full tariff rates will be made. Customer agrees not to contest such Resale true-up Bills unless such Billing is not consistent with the applicable Tariff.
- 5.5 CenturyLink will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to Customer for resale under this Schedule as CenturyLink provides to itself, its Affiliates, its subsidiaries, other Resellers, and CenturyLink retail End Users. The installation, Provisioning, maintenance, and repair processes for Customer's resale service requests are detailed in individual PCATs for such processes.
- 5.6 Customer is responsible for providing to CenturyLink complete and accurate End User information for Directory Listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. Refer to the appropriate Tariffs and PCATs for these services.
- 5.7 If CenturyLink's retail End User, or the End User's New Service Provider orders the discontinuance of the End User's existing CenturyLink service in anticipation of the End User moving to a New Service Provider, CenturyLink will render its closing bill to the End User, discontinuing Billing as of the date of the discontinuance of CenturyLink's service to the End User. If the Current Service Provider, or if the End User's New Service Provider orders the discontinuance of existing resold service from the Current Service Provider, CenturyLink will bill the Current Service Provider for service through the date the End User receives resold service from the Current Service Provider. CenturyLink will notify Customer by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User moves from the Current Service Provider to a New Service Provider. CenturyLink will not provide the Current Service Provider with the name of the New Service Provider selected by the End User.
- 5.8 Customer will provide CenturyLink and CenturyLink will provide Customer with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both Customer and CenturyLink in the event special attention is required on a service request.
- 5.9 Prior to placing orders on behalf of the End User, Customer will be responsible for obtaining and having in its possession Proof of Authorization (POA), which Customer will be responsible for obtaining and maintaining as required by Applicable Law, as amended from time to time.

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

5.10 Due Date intervals for Customer's resale service requests are established when service requests are received by CenturyLink through Operational Support Systems or by facsimile. Intervals provided to Customer will be equivalent to intervals provided by CenturyLink to itself, its Affiliates, its subsidiaries, other Resellers, and to CenturyLink's retail End Users.

### **6.0 Billing**

6.1 CenturyLink will bill Customer and Customer will be responsible for all applicable charges for the resold services as provided herein. Customer will also be responsible for all Tariffed charges and charges separately identified in this Schedule associated with services that Customer resells to an End User under this Schedule.

6.2 CenturyLink will provide Customer, on a monthly basis, within seven (7) to ten (10) days of the last day of the most recent Billing period a standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User sub-account information consistent with the samples available for Customer review.

### **7.0 Maintenance and Repair**

7.1 CenturyLink will maintain its facilities and equipment used to provide Customer resold services. Customer or its End Users may not rearrange, move, disconnect or attempt to repair CenturyLink's facilities or equipment, including facilities or equipment that may terminate or be located at Customer's End User's premises, other than by connection or disconnection to any interface between CenturyLink and the End User's facilities, without the written consent of CenturyLink. Maintenance and Repair procedures are provided in the Maintenance and Repair PCAT.

# SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

## ATTACHMENT 1- DEFINITIONS

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

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

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

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which Customer delivers Automatic Location Identification (ALI) data for Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

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

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

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Current Service Provider" means the Party from which an End User is planning to switch its local Exchange Service or the Party from which an End User is planning to port its telephone number(s).

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

"Database Management System (DBMS)" A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

"Demarcation Point" is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

"Directory Assistance Database" contains only those published and non-listed telephone number listings obtained by CenturyLink from its own End Users and other Telecommunications Carriers.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" or "Listings" are any information identifying the listed names of subscribers of a Telecommunications Carrier or Provider, as applicable, and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications: (1) that the Telecommunications Carrier and/or Provider provides or uses for the purpose of publishing the Listings in any directory format; or (2) that the Telecommunications Carrier and/or Provider provides or uses in Directory Assistance Service, Directory Assistance List Service, or for other lawful purposes.

"Due Date" means the specific date on which the requested Service is to be available to the Customer or to Customer's End User, as applicable.

"Emergency Services" means law enforcement, fire, ambulance, rescue, and medical services.

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

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"Local Number Portability (LNP)" is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User's Premises

"Miscellaneous Charges" mean charges that CenturyLink may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities Customer requests CenturyLink to perform, activities Customer authorizes, or charges that are a result of Customer's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in CenturyLink's recurring or nonrecurring rates. Miscellaneous Charges will be contained in or referenced in the Rate Sheet or the applicable Tariff.

"New Service Provider" means the Party to which an End User switches its local Exchange Service or the Party to which an End User is porting its telephone number(s).

"Operational Support Systems" or "OSS" mean pre-ordering, Provisioning, maintenance, repair and billing systems.

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

"Premises" refers to CenturyLink's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by CenturyLink that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Proof of Authorization" has the meaning set forth in Section 2.1 of the Agreement.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the North American Numbering Plan in connection with the provision of switched services.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

"Reseller" is a category of Customers who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End Users.

"Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer Premises.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Tariff" as used throughout this Schedule refers to CenturyLink interstate tariffs and state tariffs, price lists, catalogs and price schedules.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier will be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC will determine

whether the provision of fixed and mobile satellite service will be treated as common carriage.

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

"Telephone Exchange Service" means a Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End Users intercommunicating Service of the character ordinarily furnished by a single exchange, and which is covered by the exchange Service charge, or comparable Service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of basic exchange Telecommunications Services and access Services, are located.

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

Resale Rates - Arizona				Recurring Charges	Non-Recurring Charges
<b>6 Resale</b>				Wholesale Discount Percentage	Wholesale Discount Percentage
<b>6.1 Removal of former Wholesale Discount Rates under previous agreements for billing purposes only.</b>					
	6.1.1	Basic Exchange Residential Line Service		0.00%	0.00%
	6.1.2	Basic Exchange Business Line Services		0.00%	0.00%
	6.1.3	All Other Qwest's Telecommunications Services		0.00%	0.00%
	6.1.4	Product Specific Nonrecurring Charge		0.00%	0.00%
	6.1.5	Public Access Line (PAL) Service		0.00%	0.00%
<b>6.2 Customer Transfer Charge (CTC)</b>					
	6.2.1	CTC for POTS Service, per Line			
		6.2.1.1	Residence		\$5.00
		6.2.1.2	Business		\$5.00
		6.2.1.3	ISDN		\$5.00
<b>NOTE:</b> Any services ordered for which section 6.1 applies are billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.					





















Resale Rates - Wyoming							Recurring Charges	Non-Recurring Charges
<b>6.0 Resale</b>							Wholesale Discount Percentage	Wholesale Discount Percentage
<b>6.1 Removal of former Wholesale Discount Rates under previous agreements for billing purposes only.</b>								
	6.1.1	Basic Exchange Residential Line Service					0.00%	0.00%
	6.1.2	Basic Exchange Business Line Service / PBX / ISDN / ACS / Centrex					0.00%	0.00%
	6.1.3	Toll - Message Telecommunications Service (MTS), Wide Area Telecommunications Service (WATS), and Optional Calling Plans					0.00%	0.00%
	6.1.4	Public Access Line (PAL) Service					0.00%	0.00%
	6.1.5	Listings, Central Office Features, per Activation Basic Services (e.g., Continuous Redial, Last Call Return, Call Trace), and Discounted Feature Packages					0.00%	0.00%
	6.1.6	Private Line Transport Service					0.00%	0.00%
	6.1.7	Directory Assistance, Operator Service, and Miscellaneous Services which do not fall within any of the preceding categories					0.00%	0.00%
	6.1.8	Negotiated Contract Agreements, Promotional Offerings of Less Than 90 Days and Zone Charges					0.00%	0.00%
	6.1.9	Special Promotions of more than 90 days, Market Trials of more than 90 days, Physically Impaired Service Programs, Volume/Term Discount					0.00%	0.00%
<b>6.2 Customer Transfer Charge (CTC)</b>								
	6.2.1	CTC for POTS Service						
		6.2.1.1	Residential / Business					
			6.2.1.1.1	First Line				
				6.2.1.1.1.1	Installation, Manual			\$17.36
				6.2.1.1.1.2	Intentionally Left Blank			
				6.2.1.1.1.3	Installation, Mechanized			\$0.72
			6.2.1.1.2	Each Additional				
				6.2.1.1.2.1	Installation, Manual			\$2.89
				6.2.1.1.2.2	Intentionally Left Blank			
				6.2.1.1.2.3	Installation, Mechanized			\$0.14
<b>NOTE:</b> Any services ordered for which section 6.1 applies are billed at rates shown in the applicable Tariff and the section above is shown only to remove discounts applied under previous agreements.								