

UT-110580-AF
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No Action
Qwest.
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

March 29, 2011

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and CenturyLink. This is a new agreement entitled Infrastructure Sharing Master Services Agreement. Also enclosed is a verified statement.

Please call Joyce McDonald on 206 345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

QWEST INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

SIGNATURE PAGE

The undersigned Parties have read and agree to the terms and conditions set forth in the attached Infrastructure Sharing Master Services Agreement.

QWEST:
QWEST CORPORATION

Signature: [Signature]
[Name]: Dan E. Hult
[Title]: Director - Carrier Relations
Date: 3/10/08

CUSTOMER: Century Tel
[Insert Full Legal Name],
A [Insert State] corporation / limited liability company / limited partnership

Signature: [Signature]
[Name]: Jeffrey S. Glover
[Title]: V.P. External Relations
Date: 2-13-08

NOTICE INFORMATION:

All written notices required under the Agreement shall be sent to the following:

To Qwest: [Qwest Entity and Address] Qwest Communications
1314 Douglas St, 3rd Fl Omaha, NE
Phone #: 402-422-2141 68102
Facsimile #: 402-422-2162
E-mail: tom.staebell@qwest.com
Attention: Thomas Staebell

To Customer: Century Tel
P.O. Box 4065
Monroe, LA 71211-4065
Phone #: 318-340-5257
Facsimile #: 318-388-9092
E-mail: Joey.Bales@CenturyTel.com
Attention: Joey Bales

With copy to: Qwest
1801 California Street, Suite 900
Denver, Colorado 80202
Facsimile #: 1-303-295-6973
Attention: Legal Department
Reference: Infrastructure Sharing Master Service Agreement

QWEST INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

APPLICABLE SERVICES:

Qwest agrees to offer and Customer agrees to purchase the Services indicated below by Customer's signatory initialing on the applicable blanks:

- _____ Exhibit 1 - Qwest Infrastructure Sharing Exhibit to Provide Operator Services Exhibit 1
- _____ Exhibit 2 - Qwest Infrastructure Sharing Exhibit to Provide Directory Assistance Services Exhibit 2
- _____ Exhibit 3 - Qwest Infrastructure Sharing Exhibit to Provide Directory Database Entry Services Exhibit 3
- _____ Exhibit 4 - Qwest Infrastructure Sharing Exhibit to Provide Intercept Services Exhibit 4
- _____ Exhibit 5 - Qwest Infrastructure Sharing Exhibit to Provide Internetwork Calling Name Services Exhibit 5
- _____ Exhibit 6 - Qwest Infrastructure Sharing Exhibit to Provide Common Channel Signaling Access Capability/Signaling System 7 Services Exhibit 6
- JS6 Exhibit 7 - Qwest Infrastructure Sharing Exhibit to Provide Transit Services Exhibit and Rate Schedule
- _____ Exhibit 8 - Qwest Infrastructure Sharing Exhibit to Provide 8XX Database Access Services Exhibit 8
- _____ Exhibit 9 - Qwest Infrastructure Sharing Exhibit to Provide Line Information Database Data Storage Services Exhibit 9

The Qwest Infrastructure Sharing Master Services Agreement may be amended by the Parties from time to time in writing to include additional products and services.

QWEST INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

THIS INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT, together with the signature page, annexes, addenda and exhibits attached hereto from time to time by the Parties (collectively, the "Agreement") is entered into by and between Qwest and Customer.

GENERAL TERMS AND CONDITIONS

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

2. **Scope of Agreement; Service Provisioning; Controlling Documents.**

2.1 This Agreement describes the terms and conditions under which Qwest agrees to provide the services described in the applicable Service Exhibits. Services provided for under this Agreement must be in compliance with all applicable state and FCC rulings. Customer represents and warrants that it is an eligible carrier under Section 259 of the Telecommunications Act of 1996, and that it lacks economies of scope and scale and offers telephone exchange service, exchange access, and any other service, to all consumers without preference throughout the service area for which it has been designated as an eligible telecommunications carrier pursuant to 47 U.S.C. §214(e). As required by 47 U.S.C. §259, Customer also represents and warrants that it will not provide competing service under this Infrastructure Sharing Agreement in Qwest's service territory.

2.2 Each of the Services shall be provided pursuant to the terms and conditions of this Agreement. In the event of a conflict between the terms of any Service Exhibit attached hereto and these General Terms and Conditions, the Service Exhibit shall control. The terms of this Agreement, including any Annex or Service Exhibit, shall supercede any inconsistent terms and conditions contained in an Order Form.

2.3 Customer acknowledges and agrees that the Services shall be offered by Qwest or any third party pursuant to this Agreement and are subject to (i) any applicable tariffs; (ii) compliance with all applicable laws and regulations; (iii) obtaining any domestic or foreign approvals and authorizations required or advisable; and (iv) continued availability of access lines in any particular jurisdiction, country or location. Customer acknowledges and agrees that Qwest may elect not to offer the Services in or to any particular jurisdiction, location or country, or may block Services to or from any particular jurisdiction, location or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable. Further, Qwest's provision of the Services to Customer and the availability of the associated pricing as set forth herein is subject to availability of required facilities.

3. **Revenue and Utilization Requirements.** All term commitments and utilization requirements, if any, applicable to the Services are set forth in the Service Exhibits.

There is no minimum monthly revenue commitment associated with the Services.

4. **Financial Terms.**

Services, Rates and Terms

4.1 Each attached Service Exhibit specifies the description, rates, charges, discounts, and other terms applicable to the Services¹.

¹ If Customer is an existing wholesale customer of Qwest, then: (a) the rates and discounts, if any, set forth in each Service Exhibit attached to this Agreement will be effective as of: (i) the date Customer signs the Agreement provided that it is returned to Qwest on or before the tenth (10th) business day preceding the close of Customer's existing billing cycle (the "Due Date"); or (ii) if returned to Qwest after the Due Date, the first (1st) day of the next full billing cycle applicable to the

The rates do not include Taxes, access or access related charges, or CPE. All Service order requests or cancellations require Customer's completion and Qwest's acceptance of the Order Form.

Taxes, Fees, and other Governmental Impositions

4.2 Each Party acknowledges and agrees that the rates and charges for the Services provided hereunder do not include certain Taxes which are additional and the obligation of the Customer (whether such Taxes are assessed by a governmental authority directly upon Qwest or the Customer). Such Taxes shall be separately set forth on the invoices and shall be paid by the Customer at the same time as all other charges set forth on the invoices. If the Customer believes that it should be exempt from the application and collection of certain Taxes, it shall provide Qwest with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to Qwest that neither Qwest nor the Customer is subject to such Taxes. Qwest shall not be required to issue any exemption, credit or refund of any Tax payment for usage prior to the Customer's submission of such acceptable Tax exemption evidence. Customer shall protect, indemnify and hold Qwest harmless from and against any Taxes imposed by any governmental authority on or with respect to the Services furnished pursuant to this Agreement, including any interest and/or penalties related thereto.

4.3 All payments due hereunder shall be made free and clear without deduction or withholding for, any and all present and future Taxes. In the event that any payment to be made to Qwest hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, the Customer agrees to pay Qwest such further amounts as would have been necessary so that the aggregate net amount received by Qwest after deduction or withholding of any Taxes, shall be the same amount as would have been received by Qwest if there had been no requirement to deduct or withhold any Taxes.

4.4 Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own customers.

4.5 In the event a Tax is assessed against Qwest that is solely the responsibility of Customer and Customer desires to protest assessment, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings. However, the authorization shall be periodically reviewed by Qwest to determine any adverse impact on Qwest, and Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings.

4.6 In the event a Tax which is the responsibility of Customer pursuant to this Agreement is assessed against Qwest as part of a larger assessment against Qwest (a "Common Imposition"), Qwest shall give Customer written notice of the assessment. Customer shall

Services provisioned thereunder after the date on which the Agreement/Amendment is fully executed by all Parties

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timely respond to Qwest as to whether it desires to protest such assessment. All joint protests shall be financed in proportion to each Party's respective share of the protested amount, and any reduction in the Common Imposition shall be shared in the same ratio. All protests of Common Impositions shall be controlled and managed by Qwest with consideration given to the input by Customer. In the event either Party chooses not to participate in a protest of a Common Imposition, such Party shall timely notify the other Party of such decision. Thereafter, if the Party desiring to protest chooses to proceed, such Party shall be solely responsible for financing, controlling, managing, and determining the strategy of the protest. All reductions from the protest shall accrue to the benefit of the Party financing such protest. If Qwest is the non-participating Party in a protest of a Common Imposition, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld, however, Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings.

5. **Use of Name and Marks.** Neither Party shall use any trademark, service mark, brand name, copyright, patent, or any other intellectual property of the other Party or its respective Affiliates without the other Party's prior written consent and in the case of Qwest, with the prior written consent of Qwest's Chief Marketing Officer or his designee. Qwest's name and the names of its Affiliates are proprietary and nothing herein constitutes a license authorizing their use, and in no event shall Customer attempt to sell service to its End Users using the name of Qwest or its Affiliates. In addition, Customer shall not state to End Users or prospective End Users: (i) that they will be Qwest customers or that they may obtain Qwest service from Customer; or (ii) that Customer has any relationship with Qwest other than an agreement to purchase Services on a wholesale basis. Since a breach of this material obligation may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief for any disclosure in violation hereof.

6. **Financial Responsibility, Payment and Security.**

6.1 **Payment Obligation.** Qwest will invoice Customer monthly for all Services. All invoiced amounts shall be remitted to the address listed in the Customer's billing invoice. Amounts not paid in full by the Due Date will be considered past due and subject to an interest charge commencing from the Past Due Date at the lesser rate of one and a half percent (1.5%) per month or the maximum rate allowable by applicable law. If Customer fails to pay or dispute any invoice as provided for herein by the Due Date, in addition to its termination rights under Section 8.1, Qwest may with notice: (i) refuse to provision any requested services; (ii) temporarily suspend any and all Services until Customer has paid all past due amounts (including interest); and/or (iii) offset such unpaid balances from any amounts that Qwest owes to Customer under any other agreement(s) between the Parties. During any period of suspension, no Service interruption shall be deemed to occur.

6.2 **Currency.** Unless specified to the contrary in a Service Exhibit, Qwest shall state all invoices in U.S. dollars, and Customer shall deliver all payments to Qwest in U.S. dollars.

6.3 **Billing Disputes.** All Bona Fide Disputes along with Complete Documentation must be submitted in writing and submitted with payment of all amounts due (any such withholding not to exceed twenty percent (20%) of the total invoiced amount), or, alternatively, if Customer has already paid its invoice, Customer shall have sixty (60)

calendar days from invoice date to give notice of a Bona Fide Dispute regarding such invoice, and Complete Documentation thereof, otherwise such invoice will be deemed correct. Notification and Complete Documentation of a Bona Fide Dispute must be sent to the billing contact listed on Customer's billing invoice. An amount will not be considered "in dispute" until Customer has provided Qwest with written notification and Complete Documentation of the Bona Fide Dispute, and the Parties will promptly address and attempt to resolve the claim. Qwest, in its discretion exercised in good faith, may request additional supporting documentation or reject Customer's Bona Fide Dispute as inadequate. If Qwest rejects such Bona Fide Dispute, Qwest will so notify Customer and Customer shall pay the withheld portion of the invoice within five (5) business days of such notice, unless such payment obligation is suspended thereafter by operation of Section 21.2. If Qwest determines that the Customer is entitled to credits or adjustments for Service outages pursuant to provisions of applicable Service Exhibits then Qwest will credit Customer's invoice for such amount on the next appropriate billing cycle.

6.4 **Security.** The provision of Services is contingent upon the continuing credit approval by Qwest and Customer's compliance with the security provisions set forth in this paragraph. To secure payment for Services provided by Qwest, Customer hereby grants to Qwest a security interest and continuing lien upon all of Customer's accounts receivable, accounts (customer base), negotiable instruments, contract rights, general intangibles and chattel paper (each as defined in the U.S. Uniform Commercial Code) in which Customer has any interest now owned or hereafter acquired; and the products, proceeds and substitutions of all the foregoing, including but not limited to insurance proceeds (collectively, the "Collateral"). Customer hereby appoints Qwest as its attorney-in-fact to sign on its behalf any and all financing statements and continuation statements as Qwest may require for purposes of perfecting and continuing the perfection of each security interest in the Collateral. At any time during the Term, Qwest may require a deposit or other acceptable form of security if it reasonably deems itself insecure with respect to Customer's ability to pay (e.g., if Customer has failed to pay any invoice when due, Customer has a Change of Control, or if there is a material change in circumstances of Customer's actual or anticipated usage hereunder or Customer's financial condition). In addition, if requested by Qwest, Customer agrees to provide, within ten (10) calendar days of Qwest's request, appropriate financial records to evaluate Customer's continuing ability to pay. In addition to its termination rights under Section 8.1, Qwest may, with notice, suspend the Services if Customer fails to comply with these security obligations. During any period of suspension, no service interruption shall be deemed to occur. Upon a default by Customer not cured in a timely manner, Qwest shall have the right to offset against any security instruments any amounts owed to Qwest by Customer and shall remit the balance to Customer without interest, unless obligated by law to do so.

7. **Term.** This Agreement shall be effective as of the Effective Date and continue for thirty-six (36) months (the "Initial Term"). After the expiration of the Initial Term, this Agreement will continue on a month-to-month basis unless terminated by either Party on thirty (30) calendar days prior written notice (the Initial Term and any month-to-month extensions hereof shall be collectively referred to as the "Term").

8. **Termination.**

8.1 **Termination by Qwest.** Qwest may terminate this Agreement immediately and without notice: (a) if Customer is or becomes Insolvent; or (b) for Cause. If Qwest terminates this Agreement for any of the aforementioned reasons, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; and (ii) any charges accrued but unpaid as of the termination date.

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8.2 Termination by Customer. Customer may terminate a Service Exhibit for Cause, or if Cause exists to terminate all or substantially all of the Services, then Customer may terminate the Agreement in its entirety. If Customer terminates this Agreement for Cause, Customer shall only be liable for charges accrued but unpaid as of the termination date. If Customer terminates this Agreement prior to the conclusion of the Initial Term for reasons other than Cause, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; and (ii) any charges accrued but unpaid as of the termination date.

9. Limitation of Liability and Disclaimer of Warranties.

WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE, COVER-TYPE, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. QWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING THE FOREGOING, QWEST'S TOTAL LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE LESSER OF: (I) CUSTOMER'S PROVEN DIRECT DAMAGES; OR (II) THE AGGREGATE AMOUNT OF ANY APPLICABLE OUTAGE CREDITS DUE UNDER THE SERVICE EXHIBIT FOR THE AFFECTED SERVICE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Customer acknowledges and accepts the reasonableness of the foregoing disclaimer and limitations of liability. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other. For purposes of this Section 9, all references to Customer include its respective Affiliates, End Users, agents, officers, directors, shareholders and employees.

10. Relationship. Except to the limited extent provided in Section 2.2, (i) neither Party shall have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other and (ii) the relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

11. Assignment or Sale. This Agreement shall be binding upon Customer and its respective Affiliates, successors, and assigns. Customer shall not assign, sell or transfer this Agreement or any of its rights or obligations hereunder, including the right to receive the Services, whether by operation of law or otherwise, without the prior written consent of Qwest, which consent will not be unreasonably withheld or delayed. Any attempted assignment in violation hereof

shall be null and void and shall be deemed a material breach of this agreement.

12. Reporting/Filing Requirements. If reporting or filing obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with either this Agreement or the Services, including use of the Services by Customer or its End Users, Customer agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by Customer in this regard. Customer acknowledges that Qwest may, in its sole discretion, provide this Agreement to a state commission for informational purposes, pursuant to 47 U.S.C. § 259, and to the extent that Qwest determines that this Agreement contains an ongoing term of interconnection, file this Agreement with a state commission or state commission pursuant to 47 U.S.C. § 252.

13. Customer's Resale and End User Responsibilities.

13.1 Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its use and operation of the Services and the provision of Services to its End Users. In connection with its resale of the Services, Customer is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its End Users, and Qwest shall have no liability to Customer's End Users under this Agreement. Customer's payment obligations hereunder are not contingent upon Customer's ability to collect payments or charges from its End Users, Affiliates, agents, brokers or re-sellers.

13.2 Qwest may suspend any or all of the Services immediately and/or terminate the Agreement pursuant to Section 8.1 if: (a) Customer fails to comply with any applicable federal, state or local law or regulation applicable to Customer's resale of the Services; (b) Customer or its End Users commit any illegal acts relating to the subject matter of this Agreement; or (c) Customer fails to comply with any representations made by Customer under this Agreement. Customer shall: (i) be liable to Qwest for any damages caused by any intentional or illegal acts of Customer, (e.g., slamming) in connection with its use or resale of the Services; and (ii) indemnify, defend and hold harmless Qwest from and against any third party (including End Users') claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Customer's or End User's use, resale or modification of the Services.

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

15. Nondisclosure/Publicity. No publicity regarding the existence and/or terms of this Agreement may occur without Qwest's prior express written consent, and such written consent, if granted, may be granted only by Qwest's Chief Marketing Officer or his designee. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Customer's relationship with Qwest, if authorized, shall be mutually agreed upon by the parties in advance. Notwithstanding anything to the contrary, Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Customer and Qwest, without Qwest's prior written consent. In addition, both Parties shall comply with the provisions contained in Section 5 of this Agreement. Qwest shall have the right to terminate this Agreement and any other agreements between the parties if Customer violates this provision.

16. Waiver. The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the Party waiving compliance. Except as otherwise provided for

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herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

17. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

18. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified in the signature page or such other addresses as may be specified by written notice, and will be considered given either: (i) when delivered by facsimile or e-mail, so long as duplicate notification is sent via US Mail; (ii) when delivered in person to the recipient named on the signature page; (iii) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (iv) when delivered to an overnight courier service.

19. **Force Majeure/System Maintenance.** Neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. Qwest will use reasonable efforts during the Term of this Agreement to minimize any Service interruptions that might occur as a result of planned system maintenance required to provision the Services.

20. **Governing Law.** This Agreement will be governed by, enforced and construed in accordance with the laws of the State of New York without regard to its choice of law principles, except and to the extent that (a) the United States Communications Act of 1934, as amended and interpreted by the United States FCC, or (b) the telecommunications regulatory law of another national jurisdiction, applies to this Agreement. Qwest reserves the right to suspend, modify or terminate any Service without liability where: (i) Regulatory Activity prohibits, restricts or otherwise prevents Qwest from furnishing such Service; or (ii) any material rate, charge or term of such Service is substantially changed by a legitimate regulatory body, governmental authority, or by order of the highest court of competent jurisdiction to which the matter is appealed.

21. **Resolution of Disputes.**

21.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party shall within seven (7) calendar days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent proceedings without the concurrence of both Parties.

21.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) calendar days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action. Any such action shall be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and shall otherwise be brought in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them.

21.3 **Waiver of Jury Trial and Class Action.** Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

21.4 If either Party initiates a civil action under Section 21, Customer shall promptly place all disputed and withheld amounts, if any, on an on-going basis with the Escrow Agent, pursuant to a mutually agreeable escrow agreement. Qwest reserves the right to suspend provisioning of the Services or terminate the Agreement pursuant to Section 8.1 if Customer fails to comply with the above escrow obligation.

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

23. **Authorization.** Customer represents and warrants that: (i) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement on Customer's behalf; and (iii) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which Customer is bound or affected. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Qwest may assume that any employee of Customer who gives any written notice, Order Form, or other instruction in connection with this Agreement has the authority to do so.

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

25. **Export Regulations.** The Parties acknowledge and agree that both (i) certain equipment, software and technical data which may be provided or utilized in connection with the furnishing of the Services hereunder; and (ii) the use of such services may be subject to export, re-export or import controls under the United States Export Administration Regulations or similar regulations of the United States or of any other country.

26. **Foreign Corrupt Practices Act.** Notwithstanding anything to the contrary herein, the Parties each hereby acknowledge and agree that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the United States from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. The Parties each hereby represents and warrants that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

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27. **Entire Agreement.** This Agreement, together with all Addenda and Service Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest or any predecessors-in-interest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by the Parties.

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ADDENDUM 1 DEFINITIONS:

"Affiliate(s)" means: (i) any individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization or other venture or business vehicle (each an "Entity") in which a Party owns a ten percent (10%) or greater equity interest; or (ii) any Entity which, directly or indirectly, is in Control of, is Controlled by or is under common Control with a Party, as applicable, after applying the attribution rules of Section 318 of the U.S. Internal Revenue Code. In addition to the below definition of "Control" and for the purpose of this definition, "Control" of an Entity shall also include the power, directly or indirectly, whether or not exercised to vote fifty percent (50%) (or such lesser percentage as is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity.

"Bona Fide Dispute" means a good faith assertion of a right, claim, billing adjustment or credit which Customer reasonably believes it is entitled to under the Agreement. A Bona Fide Dispute shall not include, and Customer may not withhold any amounts invoiced for, actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).

"Cause" means the failure of a Party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment or security default, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days written notice (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period shall apply).

"Change of Control" shall be deemed to have occurred with respect to Customer if: (a) any entity having previously Controlled (as hereinafter defined) Customer, ceases to do so; (b) any entity acquires Control of Customer (whether by reason of acquisition, merger, reorganization, operation of law or otherwise); or (c) all, or substantially all, of the assets of Customer or an entity that Controls Customer are acquired (whether by reason of acquisition, merger, reorganization, operation of law or otherwise) by, or combined by merger with, any other entity. A Change of Control shall not include any assignment permitted under this Agreement pursuant to Section 11.

"Complete Documentation" means documentation and other detailed written support which identifies with specificity the basis and the charges which are subject to the Bona Fide Dispute, the Service interruption credit or other credit to which Customer reasonably believes itself entitled, and the amounts being withheld by Customer pending resolution of such Bona Fide Dispute.

"Control" (and "Controls," "Controlling," "Controlled by" and "under common Control with" shall be construed

accordingly) as applied to any Party means the possession directly or indirectly of the power to direct or

cause the direction or the management and policies of that Party, whether through the ownership of voting securities, partnership or equity, by contract or otherwise. Where any two parties together satisfy any of this definition, they shall be deemed to have Control. For purposes of this definition, there shall be attributed to any Party rights and powers of a nominee for it (that is to say, any rights or powers that another Party possesses on its behalf or may be required to exercise on its direction or behalf).

"CPE" means Customer premise equipment, software and/or other materials associated with the Service.

"Customer" means the customer identified in the signature page that executed this Agreement as "Customer".

"Due Date" means thirty (30) calendar days from the invoice date.

"End User(s)" mean Customer's end-users or customers.

"Effective Date" means the latest date of execution of this Agreement by a Party.

"Escrow Agent" means, entity or person indicated by Qwest to Customer in writing.

"FCC" means the Federal Communications Commission.

"Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a Party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.

"Insolvent" means the occurrence of any of the following events, whereby Customer (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

"Order Form" means Service order request forms issued by Qwest, as amended from time to time.

"Parties" means collectively Qwest and Customer.

"Party" means either Qwest or Customer.

"Past Due Date" means the first calendar day following the Due Date.

QWEST INFRASTRUCTURE SHARING SERVICES AGREEMENT

"Proprietary Information" means written information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or notified as confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.

"Qwest" means the entity identified in the signature page that executed this Agreement as "Qwest".

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Service(s)" means the Qwest services provided pursuant to any Service Exhibit attached hereto.

"Service Exhibits" means those service descriptions and rate schedules attached hereto as an exhibit, pursuant to which Qwest shall provide or cause to be provided acting as Customer's agent, and Customer shall purchase the applicable Services.

"Tax" or "Taxes" mean(s) any and all applicable national, federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges whether charged to or against the Customer, with respect to the supply of the Services or underlying facilities provided by a Party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing Qwest's cost of providing the Services or the underlying facilities

Service Exhibit 7
Transit Services Exhibit and Rate Schedule
Infrastructure Sharing Master Services Agreement

1.0 TRANSIT SERVICES MINIMUM SERVICE TERM.

The term of this Service Exhibit 7 shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Qwest Infrastructure Sharing Master Services Agreement. Both parties shall provide the Transit Services, as further described herein, according to the terms and conditions of this Service Exhibit and the Master Services Agreement.

The Parties are incumbent local exchange carriers operating in certain respective communities which are located in adjacent, but not overlapping territories; the Parties do not compete against each other as local exchange carriers in those communities (collectively, the "Communities").

OTHER TYPES OF INTERCONNECTION AND SERVICES EXCLUDED. Nothing in this Agreement will be construed as granting to either party any collocation arrangements through either physical or virtual collocation ("Collocation"), any access to any unbundled network elements ("Unbundled Access"), or access to operational support systems ("OSS Access"), and nothing herein will be construed as waiving or limiting in any way any rights available to either party under the Act with respect to Collocation, Unbundled Access, OSS Access, or other matters, including, but not limited to, ancillary services such as signaling access to call-related databases, directory assistance, white pages directory listings, busy line verify/interrupt, toll and assistance operator services, LIDB, access to poles/ducts/conduits, rights-of-way, 800 and CMDS. The parties reserve the right to negotiate such matters in separate agreements.

This Transit Services Exhibit is intended solely for the use of ILEC for its operations which are the subject of the Agreement, including the certification that ILEC is a "qualifying carrier" as defined by 47 U.S.C. §259. As such, this Exhibit applies solely to the uses discussed herein, and use of the services in a manner contrary to the restrictions of use in Section 2.0 shall be a material breach of the Exhibit and the Agreement.

Either Party may terminate this Transit Services Exhibit upon 180 day written notice to the other Party. Upon termination Parties agree that Transit Services between Parties will be terminated.

2.0 TRANSIT SERVICES.

Transit Service will be provided at each Party's local and access tandem switches, end offices providing local tandem functionality and end offices providing routing due to an unqueried call ported to another local services provider.

By signing this agreement, each Party originating transit traffic ("Originating Party") certifies that (1) it has entered into written agreements with all other carriers that transport and/or terminate the Originating Party's traffic that is transited by a Party, (2) these agreements provide that the Originating Party is solely responsible for compensating the other carriers, and (3) The Originating Party has available to provide upon reasonable request, for each such contract, copies of the cover page, signature page, and the provision described above. No Originating Party shall deliver any transit traffic that will be transported or terminated by any third-party carriers with which the Originating Party has no written agreement with the provision described above.

Each Party originating transit traffic acknowledges that the provider of transit services has no responsibility to pay any other Telecommunications Carriers involved in transiting the call and/or third party terminating LEC, ILEC, CLEC, Co-Provider or CMRS charges for termination of any transit traffic from such originating Party. Neither Party will default bill the other Party for unidentified traffic that neither Party can identify, which terminates on their respective networks, unless otherwise provided for in this Agreement. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. In the event that one Party can identify the traffic, and the other Party requests the transit records, the Parties will negotiate a separate agreement for the provision of those transit records.

Parties will not pay switched access on local calls in either direction between Parties and any third party LEC, ILEC, CLEC, Co-Provider or CMRS when local calls are routed through an access tandem.

3.0 NETWORK RESPONSIBILITIES.

When neither Party has an existing local tandem for the local calling area where the party is serving customers, a party may choose to route local traffic through the other Party's access tandem in the LATA that serves the end offices that the traffic is destined. The Party will provide notification to all Co-Providers in the local calling areas of Party's change in routing when the Party chooses to route its local traffic through the other Party's access tandem. If, sometime during the term of this Exhibit, the access tandem owner Party implements a local tandem switch in the local calling area, the other Party agrees to implement direct trunks to that local tandem and to route its local traffic through that local tandem.

If the traffic volumes between any two (2) end office switches including other ILEC, CLEC and CMRS switches, at anytime exceeds the centum call second ("CCS") busy hour equivalent of one (1) DS1 (512 CCS), the Parties will, within sixty (60) days of such occurrence, establish a new direct trunk group to the applicable end office(s) consistent with the grades of service and quality parameters set forth in this Exhibit.

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Only those valid NXX codes served by an end office may be accessed through a direct connection to that end office

It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

The parties will interconnect their networks using SS7 signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.

4.0 OBLIGATIONS OF BOTH PARTIES.

Parties will provide and maintain the equipment and facilities necessary to permit each other to furnish the services for which the Parties contract.

Parties will provision appropriate trunking to access tandems, local tandems and/or end offices with local tandem functionality, this includes but not limited to provisioning trunking with appropriate traffic use codes.

Parties shall have no obligation to supply a Service where facilities or technical abilities are limited. Should a party not be able to provide services due to lack of facilities or technical abilities, it will provide reasonable notice of the limitation to the other party.

5.0 CHARGES AND PAYMENTS FOR TRANSIT SERVICES.

The charge for the Transit Services provided by each Party under this Service Exhibit is reciprocal and listed in Schedule A, attached hereto and incorporated herein by reference.

Parties shall be obligated to pay all applicable charges as set forth herein for Transit Services provided by the other Party.

Transit Provider will track usage and bill the originating carrier of the traffic, and the originating carrier of the traffic shall be responsible for and will pay the Transit Provider for all Rates and charges applicable to the calls placed to third party's end users.

A completed call shall be computed, calculated and recorded in accordance with the methods and practices of Transit Provider and the operating capacity and ability of Transit Provider's measuring equipment.

The originating carrier of the traffic will pay the Transit Provider for transit traffic at the reciprocal rates specified in Schedule A. It is the responsibility of the originating carrier of the traffic to provide billing information to any other Telecommunications Carriers that are involved in transiting the call and the terminating third party assuming that recording capabilities exist to obtain that measured data.

If, due to equipment malfunction or other error, Transit Provider does not have available the necessary information to compile an accurate billing statement, Transit Provider may render a reasonably estimated statement, but shall notify originating carrier of the traffic of the methods of such estimate and cooperate in good faith with originating carrier of the traffic to establish a fair, equitable estimate. Transit Provider shall render a statement reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

6.0 DEFINITIONS.

"Act", as used in this Exhibit, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.

"Ancillary Traffic", includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, LIDB, and Information services requiring special billing.

"Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").

Service Exhibit 7
Transit Services Exhibit and Rate Schedule
Infrastructure Sharing Master Services Agreement

"Incumbent Local Exchange Carrier" (ILEC), as used in this Exhibit, means with respect to an area, the LEC that: (1) on February 8, 1996, provided Telephone Exchange Service in such area; and (2) (i) on February 8, 1996, was deemed to be a member of the exchange carrier association pursuant to § 69.601 (b) of the FCC's regulations; or (ii) is a person or entity that, on or after February 8, 1996, became a successor or assign of a member described in clause (i) of this paragraph.

"Local Exchange Carrier" (LEC), as used in this Exhibit, means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access Service.

"Transit Provider", as used in this Exhibit means the Party that is providing the Transit Service.

"Transit Service" as used in this Exhibit is Transit traffic which is any traffic that originates from one (1) Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. Transit traffic can transit one or more Telecommunications Carrier's network before it is terminated to the end Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers or traffic originated by either party when acting as a toll provider. Interexchange Carriers' traffic is defined as Jointly Provided Switched Access. Transit service is provided by either party at local and access tandem switches, an end office providing local tandem functionality, as well as end offices providing routing due to an unqueried call ported to another local services provider, to either party to enable the completion of calls originated by or terminated to another Telecommunications Carrier (e.g. a CLEC, an ILEC, an exiting LEC, a co-provider, or a wireless Carrier), which is connected to either party's local and access tandem switches, an end office providing local tandem functionality, as well as end offices providing routing due to an unqueried call ported to another local services provider.

Service Exhibit 7
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SCHEDULE A

QWEST TRANSIT CHARGE

TRANSIT RATE \$.0045 Per MOU

VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Infrastructure Sharing Master Services Agreement describes the affiliate arrangement between Qwest Corporation and CenturyLink.

A handwritten signature in black ink, reading "Joyce L. McDonald", written over a horizontal line.

Joyce L. McDonald

Dated at Seattle this 29th day of March, 2011.