

CENTURYLINK
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Seattle, Washington 98191
(206) 733-5178
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Maura E. Peterson
Paralegal
Regulatory Law

WF 130710-SA



CenturyLink™

VIA OVERNIGHT MAIL

April 29, 2013

Mr. Steven V. King, Executive Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

Re: Qwest Corporation dba CenturyLink QC ("CenturyLink") Infrastructure
Sharing Master Services Agreement with YCOM Networks, Inc. dba
FairPoint Communications
FOR INFORMATIONAL PURPOSES ONLY

Dear Mr. King:

Enclosed please find an Infrastructure Sharing Master Services Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and YCOM Networks, Inc. dba FairPoint Communications. CenturyLink is providing this agreement for informational purposes only. Pursuant to Order No. 4 entered on August 31, 2006 in Docket No. UT-053005, any identical agreements will not be submitted to the Commission.

Sincerely,

Maura E. Peterson

MEP:mep
Enclosures

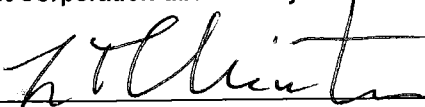
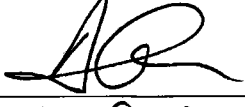
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COMMUNICATIONS
DIVISION

CENTURYLINK INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

SIGNATURE PAGE

The undersigned Parties, Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and YCOM Networks, Inc. dba FairPoint Communications ("Customer"), a Washington corporation, have read and agree to the terms and conditions set forth in this Infrastructure Sharing Master Services Agreement and the Transit Records Service Exhibit 13, attached hereto and incorporated herein.

Qwest Corporation dba CenturyLink QC: By:  Name: <u>L. T. Christensen</u> Title: <u>Director - ILEC & ICO</u> Date: <u>4/4/13</u>	YCOM Networks, Inc. dba FairPoint Communications: By:  Name: <u>Peter G. Nixon</u> Title: <u>Executive Vice President</u> Date: <u>3/21/2013</u>
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NOTICE INFORMATION: All written notices required under this Agreement shall be sent to the following:

CenturyLink:
Director - ILEC and ICO
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With copy to:
CenturyLink Law Department
Wholesale Legal
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

Customer:
Susan L. Sowell
VP & Assistant General Counsel
FairPoint Communications, Inc.
521 E Morehead Street, Suite 500
Charlotte, NC 28202
Phone: 704-227-3647
Fax: 704-344-1594
Email: ssowell@fairpoint.com

With copy to:
Shirley J. Linn; Esq.
EVP & General Counsel
FairPoint Communications, Inc.
521 E Morehead Street, Suite 500
Charlotte, NC 28202
Phone: 704-227-3662
Email: slinn@fairpoint.com

CENTURYLINK INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

APPLICABLE SERVICES:

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

- Exhibit 1 - CenturyLink Infrastructure Sharing Exhibit to Provide Operator Services
- Exhibit 2 - CenturyLink Infrastructure Sharing Exhibit to Provide Directory Assistance Services
- Exhibit 3 - CenturyLink Infrastructure Sharing Exhibit to Provide Directory Database Entry Services
- Exhibit 4 - CenturyLink Infrastructure Sharing Exhibit to Provide Intercept Services
- Exhibit 5 - CenturyLink Infrastructure Sharing Exhibit to Provide Internetwork Calling Name Services
- Exhibit 6 - CenturyLink Infrastructure Sharing Exhibit to Provide Common Channel Signaling Access Capability/Signaling System 7 Services
- Exhibit 7 - CenturyLink Infrastructure Sharing Exhibit to Provide Transit Services Exhibit and Rate Schedule
- Exhibit 8 - CenturyLink Infrastructure Sharing Exhibit to Provide 8XX Database Access Services
- Exhibit 9 - CenturyLink Infrastructure Sharing Exhibit to Provide Line Information Database Data Storage Services
- Exhibit 10 - CenturyLink Infrastructure Sharing Exhibit to Provide Extended Area Service
- Exhibit 11 - CenturyLink Infrastructure Sharing Exhibit to Provide CMDS Hosting and In-Region Message Distribution
- Exhibit 12 - CenturyLink Infrastructure Sharing Exhibit to Provide Jointly Provided Switched Access Records
- Exhibit 13 - CenturyLink Infrastructure Sharing Exhibit to Provide Transit Records**
- Exhibit 14 - CenturyLink Infrastructure Sharing Exhibit for Local Number Portability
- Exhibit 15 - CenturyLink Infrastructure Sharing Exhibit to Provide Intermediate Carrier Access Usage Records

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

CENTURYLINK 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 CenturyLink 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 CenturyLink 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 CenturyLink's service territory.

2.2 Each of the Services will 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 will control. The terms of this Agreement, including any Annex or Service Exhibit, will supercede any inconsistent terms and conditions contained in an Order Form.

2.3 Customer acknowledges and agrees that the Services will be offered by CenturyLink 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 CenturyLink 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 CenturyLink determines, in its sole discretion, that the continuation of such Service is not permitted or advisable. Further, CenturyLink'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. The rates do not include Taxes, access or access related charges, or

¹ If Customer is an existing wholesale customer of CenturyLink, 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 CenturyLink 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 CenturyLink after the Due Date, the first (1st) day of the next full billing cycle applicable to the Services provisioned thereunder after the date on which the Agreement/Amendment is fully executed by all Parties

CPE. All Service order requests or cancellations require Customer's completion and CenturyLink'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 CenturyLink or the Customer). Such Taxes will be separately set forth on the invoices and will 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 will provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink that neither CenturyLink nor the Customer is subject to such Taxes. CenturyLink will 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 will protect, indemnify and hold CenturyLink 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 will 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 CenturyLink hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, the Customer agrees to pay CenturyLink such further amounts as would have been necessary so that the aggregate net amount received by CenturyLink after deduction or withholding of any Taxes, will be the same amount as would have been received by CenturyLink if there had been no requirement to deduct or withhold any Taxes.

4.4 Each Party will be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and will be responsible for any related tax filings, payment, protest, audit and litigation. Each Party will 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 CenturyLink that is solely the responsibility of Customer and Customer desires to protest assessment, Customer will submit to CenturyLink a statement of the issues and arguments requesting that CenturyLink grant Customer the authority to prosecute the protest in CenturyLink's name. CenturyLink's authorization will not be unreasonably withheld. Customer will finance, manage, control and determine the strategy for such protest keeping CenturyLink informed of the proceedings. However, the authorization will be periodically reviewed by CenturyLink to determine any adverse impact on CenturyLink, and CenturyLink reserves the right to withdraw such authority at any time. Upon notice by CenturyLink that it is withdrawing such authority, Customer will expeditiously terminate all proceedings.

4.6 In the event a Tax which is the responsibility of Customer pursuant to this Agreement is assessed against CenturyLink as part of a larger assessment against CenturyLink (a "Common Imposition"), CenturyLink will give Customer written notice of the assessment. Customer will timely respond to CenturyLink as to whether it desires to protest such assessment. All joint protests will be financed in proportion to each Party's respective share of the protested amount, and any reduction in the Common Imposition will be shared in the same ratio. All protests of Common Impositions will be controlled and

CENTURYLINK INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

managed by CenturyLink 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 will timely notify the other Party of such decision. Thereafter, if the Party desiring to protest chooses to proceed, such Party will be solely responsible for financing, controlling, managing, and determining the strategy of the protest. All reductions from the protest will accrue to the benefit of the Party financing such protest. If CenturyLink is the non-participating Party in a protest of a Common Imposition, Customer will submit to CenturyLink a statement of the issues and arguments requesting that CenturyLink grant Customer the authority to prosecute the protest in CenturyLink's name. CenturyLink's authorization will not be unreasonably withheld, however, CenturyLink reserves the right to withdraw such authority at any time. Upon notice by CenturyLink that it is withdrawing such authority, Customer will expeditiously terminate all proceedings. Customer will finance, manage, control and determine the strategy for such protest keeping CenturyLink informed of the proceedings.

5. **Use of Name and Marks.** Neither Party will 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 CenturyLink, with the prior written consent of CenturyLink's Chief Marketing Officer or his designee. CenturyLink's name and the names of its Affiliates are proprietary and nothing herein constitutes a license authorizing their use, and in no event will Customer attempt to sell service to its End Users using the name of CenturyLink or its Affiliates. In addition, Customer will not state to End Users or prospective End Users: (i) that they will be CenturyLink customers or that they may obtain CenturyLink service from Customer; or (ii) that Customer has any relationship with CenturyLink other than an agreement to purchase Services on a wholesale basis. Since a breach or anticipated 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 or threatened disclosure in violation hereof.

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

6.1 **Payment Obligation.** CenturyLink will invoice Customer monthly for all Services. All invoiced amounts will 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, CenturyLink 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 CenturyLink owes to Customer under any other agreement(s) between the Parties. During any period of suspension, no Service interruption will be deemed to occur.

Customer must not remit payment for the Services by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an amendment to this Agreement.

6.2 **Currency.** Unless specified to the contrary in a Service Exhibit, CenturyLink will state all invoices in U.S. dollars, and Customer will deliver all payments to CenturyLink 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 will 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 CenturyLink with written notification and Complete Documentation of the Bona Fide Dispute, and the Parties will promptly address and attempt to resolve the claim. CenturyLink, in its discretion exercised in good faith, may request additional supporting documentation or reject Customer's Bona Fide Dispute as inadequate. If CenturyLink rejects such Bona Fide Dispute, CenturyLink will so notify Customer and Customer will 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 CenturyLink determines that the Customer is entitled to credits or adjustments for Service outages pursuant to provisions of applicable Service Exhibits then CenturyLink 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 CenturyLink and Customer's compliance with the security provisions set forth in this paragraph. At any time during the Term, CenturyLink 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 CenturyLink, Customer agrees to provide, within ten (10) calendar days of CenturyLink's request, appropriate financial records to evaluate Customer's continuing ability to pay. In addition to its termination rights under Section 8.1, CenturyLink may, with notice, suspend the Services if Customer fails to comply with these security obligations. During any period of suspension, no service interruption will be deemed to occur.

7. **Term.** This Agreement will be effective as of the latest date of execution ("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 will be collectively referred to as the "Term").

8. **Termination.**

8.1 **Termination by CenturyLink.** CenturyLink may terminate this Agreement immediately and without notice: (a) if Customer is or becomes Insolvent; or (b) for Cause. If CenturyLink terminates this Agreement for any of the aforementioned reasons, Customer will 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.

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 will 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 will 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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9. Limitation of Liability and Disclaimer of Warranties.

WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY WILL 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. CENTURYLINK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. CENTURYLINK SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING THE FOREGOING, CENTURYLINK'S TOTAL LIABILITY HEREUNDER WILL 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, employees, successors and assigns.

10. Relationship. Unless specifically provided for otherwise in this Agreement, (i) neither Party will 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 will be binding upon Customer and its respective Affiliates, successors, and assigns. Customer will 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 CenturyLink, which consent will not be unreasonably withheld or delayed. Any attempted assignment in violation hereof will be null and void and will be deemed a material breach of this agreement.

12. Reporting/Filing Requirements. If reporting or filing obligations or requirements are imposed upon CenturyLink 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 CenturyLink in complying with such obligations and requirements, as reasonably required by CenturyLink, including seeking confidential status for the Agreement if warranted, and to hold CenturyLink harmless for any failure by Customer in this regard. Customer acknowledges that CenturyLink 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 CenturyLink 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 CenturyLink will 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 CenturyLink 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 will: (i) be liable to CenturyLink for any damages caused by any intentional or illegal acts of Customer, (e.g., slamming or cramming) in connection with its use or resale of the Services; and (ii) indemnify, defend and hold harmless CenturyLink 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 will 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 CenturyLink's prior express written consent, and such written consent, if granted, may be granted only by CenturyLink'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 CenturyLink, if authorized, will 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 CenturyLink, without CenturyLink's prior written consent. In addition, both Parties will comply with the provisions contained in Section 5 of this Agreement. CenturyLink will 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 herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement will 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 will 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

CENTURYLINK INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

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 will 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 will notify the other in writing of the existence of the Force Majeure Event and will 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. CenturyLink 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. CenturyLink reserves the right to suspend, modify or terminate any Service without liability where: (i) Regulatory Activity prohibits, restricts or otherwise prevents CenturyLink 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 will 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 will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information developed for purposes of settlement, and will be exempt from discovery and production, and will 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 will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and will 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 will 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. CenturyLink 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. CenturyLink may act in reliance upon any instruction, instrument, or signature reasonably believed by CenturyLink to be genuine. CenturyLink 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 will they be for the benefit of or enforceable by, any third party (including, without limitation, Customer's 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.

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 CenturyLink or any predecessors-in-interest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement will be in writing and signed by the Parties.

CENTURYLINK INFRASTRUCTURE SHARING SERVICES AGREEMENT

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 will 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 will 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 will apply).

"Change of Control" will 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 will 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" will 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 will be deemed to have Control. For purposes of this definition, there will 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 CenturyLink 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 CenturyLink, as amended from time to time.

"Parties" means collectively CenturyLink and Customer.

"Party" means either CenturyLink or Customer.

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

"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.

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

"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 CenturyLink 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 CenturyLink will provide or cause to be provided acting as Customer's agent, and Customer will 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 CenturyLink's cost of providing the Services or the underlying facilities.

**SERVICE EXHIBIT 13
TRANSIT RECORDS
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

1.0 SERVICE EXHIBIT TERM. The term of this Service Exhibit 13 will commence upon the Effective Date of the CenturyLink Infrastructure Sharing Master Services Agreement (the "Agreement") (or an amendment thereto adding this Service Exhibit 13 as an exhibit thereto, as applicable) and remain in effect for the same period listed in Section 7 of the Agreement unless one Party terminates this Service Exhibit with 90 days' written notice to the other Party, which a Party is allowed to do at anytime.

2.0 RATE CHANGES. The rates set forth in this Service Exhibit are subject to change by CenturyLink sixty (60) days after the effective date of this Service Exhibit upon sixty (60) days notice in writing to Customer provided that any such change may not be made more often than once in any calendar year.

3.0 SCOPE OF SERVICES.

3.1 This Service Exhibit is made in order for Customer to obtain from CenturyLink certain technical and business information related to either (i) wireline network usage data or (ii) wireless network usage data, or (iii) both, under terms that will protect the confidential and proprietary nature of such information.

3.2 By Customer's signatory initialing below (or an "X") on the applicable blank(s), CenturyLink will provide to Customer within six weeks after the commencement of the term of this Service Exhibit the following transit records services, as applicable:

 X **Wireline Network Usage Data:** Where system capabilities exist, CenturyLink will provide to Customer wireline network usage data that (a) is recorded by CenturyLink and (b) is originated by a wireline local exchange carrier ("Wireline LEC") where the NXX resides in a Wireline LEC switch, transits CenturyLink, and terminates within Customer's network.

 X **Wireless Network Usage Data:** Where system capabilities exist, CenturyLink will provide to Customer wireless network usage data that (a) is recorded by CenturyLink and (b) is originated by a wireless service provider ("WSP") where the NXX resides in a WSP switch that functions as a Class 5 end office in the public switched telephone network for local and/or toll traffic, transits CenturyLink, and terminates within Customer's network.

3.3 Network usage data provided by CenturyLink to Customer pursuant to this Service Exhibit will be in the form of mechanized Category 11 message records ("Transit Records"). The Parties understand and agree that the information contained in Transit Records is Carrier protected information under 47 U.S.C. § 222 and will be used solely for the purpose of Billing.

3.4 If either Party becomes aware of technical problems with the Transit Records relative to their completeness or usability, that Party will inform the other Party of such problems or issues. To the extent that CenturyLink determines that these problems or issues are within the control of the Parties, and can be resolved in an economical manner, the Parties will work cooperatively to resolve these problems or issues.

3.5 In the event that CenturyLink determines that substantive changes in either record format, transmission, or delivery become necessary, CenturyLink will provide 30 days notification to Customer explaining the timing and nature of such changes.

3.6 The Parties agree that certain information is required by CenturyLink to process Transit Records. That information is provided in Attachment 1 to this Service Exhibit, which is attached hereto, made part of this Service Exhibit and incorporated herein by this reference.

3.7 Upon written request by CenturyLink to Customer, Customer will provide to CenturyLink either (i) wireline network usage data or (ii) wireless network usage data, or (iii) both, in a mutually agreed upon format under the same terms and conditions set forth in this Service Exhibit (including, but not limited to, rates) without having to negotiate or enter into a separate written agreement.

4.0 RATES. CenturyLink will provide to Customer the Transit Records at the rate of \$0.0025 per record.

5.0 CONFIDENTIALITY.

5.1 Confidential Information. Each Party may disclose to the other, during the term of this Service Exhibit, such technical and business information as the disclosing Party may elect to disclose, so the receiving Party may review and use for the purpose of exercising its rights and performing its obligations under this Service Exhibit under terms that will protect the confidential and proprietary nature of such information. As used in this Service Exhibit,

CENTURYLINK CONFIDENTIAL AND PROPRIETARY

**SERVICE EXHIBIT 13
TRANSIT RECORDS
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

"Confidential Information" will mean any and all technical or business information, including, but not limited to, third party information, furnished or disclosed, in whatever tangible form or medium, by one Party to another including, but not limited to, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, customer information, financial data, and personnel statistics, which are clearly and conspicuously marked as confidential or proprietary, or for information which is orally disclosed, the disclosing Party indicates to the other at the time of disclosure the confidential or proprietary nature of such information and confirms the same to the receiving Party in a writing, which describes the information that is to be kept confidential, sent within twenty (20) days after the date of such oral disclosure. All network usage data, including, but not limited to, Transit Records, exchanged between the Parties on any medium which contains usage information of the minutes of termination of either Party or WSPs, Wireline LECs or other co-providers, whether marked confidential or not, is considered Confidential Information and will be used by the Parties solely for the purpose of Billing. All Confidential Information will remain the property of the disclosing Party and no license or other rights in the Confidential Information is granted by virtue of this Service Exhibit. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding, among other things, its accuracy or reliability. The obligations imposed by this Service Exhibit will not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by the receiving Party as evidenced by documentation; or (b) is or becomes publicly available through no fault of the receiving Party; or (c) is obtained by the receiving Party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the disclosing Party; or (e) is required to be disclosed by the receiving Party pursuant to applicable law or regulation provided that the receiving Party will give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.2 Use and Disclosure Restrictions. Each Party agrees to request from the other only that Confidential Information which is reasonably necessary to enable such Party to exercise its rights and perform its obligations under this Service Exhibit. In handling another Party's Confidential Information, each Party agrees: (a) to use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Service Exhibit, (b) to make only a limited number of copies of such Confidential Information as may be reasonably necessary for such purpose; (c) not to make disclosure of any such Confidential Information to anyone except those employees of such Party to whom disclosure is reasonably necessary for such purpose; and (d) to appropriately notify such employees that the disclosure is made in confidence and to require them to keep the same in confidence. The obligations set forth herein will be satisfied by each Party through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Nothing in this Service Exhibit will be construed as granting to either Party any rights or licenses under any copyrights, trademarks, service marks, brand names, inventions, patents, or any other intellectual property now or hereafter owned or controlled by the other Party.

5.3 Return or Destruction. Upon the expiration or termination of this Service Exhibit, or at any time upon the withdrawal, termination or request of a Party, all Confidential Information, together with any and all copies of same as may be authorized herein and any and all documents, notes or other materials incorporating any of the Confidential Information in whatever form or media, will be returned to the disclosing Party or certified destroyed by recipient(s) at the disclosing Party's election. Notwithstanding the expiration or termination of this Service Exhibit or the withdrawal or termination of a Party or the return or destruction of Confidential Information, each Party agrees to treat any and all Confidential Information received from or through any other Party as confidential throughout the term of this Service Exhibit and for a period of two (2) year(s) thereafter; and the requirements of use and confidentiality will survive after the expiration or termination of this Service Exhibit, and the return or destruction of Confidential Information.

5.4 Notwithstanding any provision herein to the contrary, Customer will not, without the prior written consent of CenturyLink, disclose to any third person, excluding those identified in paragraph 5.2 above, the terms or conditions of this Service Exhibit, except as may be required by law and then only after first notifying CenturyLink of such required disclosure. Furthermore, CenturyLink will have the right to terminate this Service Exhibit and any other agreements between the Parties if Customer violates this provision.

6.0 DEFINITIONS. Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

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

"Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in 47 U.S.C. § 226).

**SERVICE EXHIBIT 13
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"NXX" means the three- (3)-digit switching device entity code which is defined by the fourth, fifth and sixth digits of a ten- (10) digit telephone number within the North American Numbering Plan.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Services" 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.

**ATTACHMENT 1 TO
SERVICE EXHIBIT 13
TRANSIT RECORDS
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

DATA REQUIRED BY CENTURYLINK TO PROCESS NETWORK USAGE DATA

Operating Company Number (OCN)

State

2453

WA