

CONSULTANT AGREEMENT

CenturyTel Service Group, LLC, DBA CenturyLink, a Louisiana limited liability company ("Company") has entered into and has the authority to enter into this Agreement. This Consultant Agreement is entered into by Company and Thomas E. Ebzery ("Consultant"), having its principal place of business at 1500 Poly Drive, Billings, Montana 59102 to enable Company to receive services from Consultant under the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term:** This Agreement is effective as of January 1, 2015 and will continue through December 31, 2015. This Agreement may be extended upon the written agreement of the parties prior to the expiration of the Term.
2. **Scope:** Consultant will provide the services, including any reports, documentation and/or other deliverables (the "Services") described in Exhibit A attached to and made a part of this Agreement. This Agreement is non-exclusive and does not commit Company to purchase any minimum quantity of Services.
3. **Invoices and Payments:** Consultant shall issue invoices within thirty (30) days following the delivery or completion of Services rendered or monthly for Services provided on an ongoing basis. Invoices shall contain an itemized description of all expenses, charges, costs, Service descriptions and all state, federal, sales, or other applicable taxes separately. All undisputed invoices shall be paid within forty-five (45) days of receipt. Payment shall not constitute acceptance or approval of Services or a waiver by Company of any right. Fees for Services are described in Exhibit A hereto.
4. **Acceptance and Warranty:** Consultant represents and warrants that it is qualified and duly authorized to perform the Services and act in the capacity described in Exhibit A. Consultant further represents and warrants that it will maintain in good standing any and all licenses, certifications, registrations and memberships required by all applicable laws at all times during the Term of this Agreement. Consultant will perform Services in a professional manner, consistent with industry standards, and will be free of deficiencies and defects. Services will conform to any specifications described in Exhibit A, and will be fit and sufficient for the purposes expressed in or reasonably inferred from this Agreement. Consultant shall project an image to the public which promotes and enhances the favorable reputation and goodwill of Company. Any act or failure to act which Company determines in its sole discretion brings either party into public disrepute, scandal or ridicule, or which represents Company in an unfavorable manner, will be deemed a material breach of this Agreement. Company may terminate this Agreement for any failure by Consultant to fulfill the obligations herein.
5. **Time Is Of The Essence:** Consultant will perform Services promptly and will meet all time commitments. Consultant agrees that this is a material term of this Agreement.

6. Independent Contractor: Consultant certifies that it is engaged in an independent business and will perform its obligations pursuant to this Agreement as an independent contractor and not as the agent or employee of Company. This Agreement does not create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate the other in any manner whatsoever. Any persons who perform Services hereunder will be solely the employees or agents of Consultant under its sole and exclusive direction and control. Consultant is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations including but not limited to those governing worker's compensation, unemployment, disability insurance and social security withholding for its employees and agents; and (c) all federal and state income taxes with respect to its income under this Agreement.

The Consultant acknowledges that neither it, nor any of its employees or agents, is an employee of Company. Consultant acknowledges and agrees that, as of the first day of the Consulting Period, that neither Consultant, nor any of its employees or agents, will be considered an employee or agent of Company for any reason, including but not limited to eligibility for participation in any employee benefit plan, program or arrangement sponsored by Company. Consultant acknowledges that neither it, nor its employees or agents, is entitled to any benefits provided by Company to its employees.

As a result of the independent contractor status of Consultant, Consultant shall be solely responsible for the payment, if applicable, of any taxes and workers' compensation insurance amounts to the appropriate government agencies and Company shall have no responsibility for withholding from the Consultant's fee any amounts, including but not limited to, amounts attributable to federal, state or other tax, FICA, FUTA, workers' compensation insurance.

7. Indemnification: Except to the extent of Company's negligence, Consultant will indemnify Company, its affiliates, and their officers, directors and/or employees from any and all claims, demands, litigation, expenses or liabilities (including costs and attorneys' fees) of every kind and character arising from or incident to the performance of Services; the Work Product as defined below and/or the use thereof; or Consultant's breach of this Agreement. This includes but is not limited to indemnification relating to infringement of copyright, trademark, patent or other intellectual property rights.

8. Limitation of Liability. Except for the indemnification obligations under the Section entitled "Indemnification" and each party's breach of the Section entitled "Confidential Information", neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement, even if such party has been apprised of the possibility of such damages.

9. Insurance: Consultant will maintain insurance as necessary to cover the obligations assumed by Consultant under the Agreement and as satisfactory to Company, as well as such other insurance as may be required by law. Company will have the right to obtain, at its request, certification of Consultant's insurance coverage; and to receive thirty days written notification of any cancellation or substantial modifications to such insurance.

10. Safety, Health and Accident Reports: The safety and health of Consultant, Consultant's employees and agents brought on Company's premises will be the sole responsibility of Consultant. Consultant will comply with all local, state, and federal environmental, health and safety requirements, including those relating to the transportation, use and handling of hazardous material. Consultant will report all accidents, injury-inducing occurrences or property damage arising from the performance of Services as soon as reasonably practical. Company will have the right to receive, at its request, copies of any reports filed with Consultant's insurer or others. Consultant's employees and agents on Company's premises will comply with all plant rules and regulations.

11. Compliance With Laws: Consultant will comply with all federal, state and local laws, ordinances, rules, regulations and orders applicable to Consultant's performance under this Agreement. Further,

- (a) The Consultant's fee is not contingent upon success of any undertaking or service provided pursuant to this Agreement.
- (b) All services and activities performed by Consultant shall be in compliance with the highest ethical standards.
- (c) Consultant will conduct business with Company in an ethical manner that is consistent with Company's Code of Conduct, a copy of which is available at [http://www.centurylink.com/Pages/AboutUs/CompanyInformation/Doing Business/](http://www.centurylink.com/Pages/AboutUs/CompanyInformation/DoingBusiness/), or such other URL as Company designates from time to time, or will be provided to Consultant upon Consultant's request. Consultant shall comply with any state or local lobbying disclosure law that may be applicable and all applicable laws, regulations and ordinances relating to his performance of the Agreement.
- (d) All services and activities performed by Consultant will comply with The Telecommunications Act of 1996 ("the Act"), regulations implementing the Act and any federal or state court order or federal or state agency orders implementing the Act that may impact, affect or relate to Consultant's activities.

12. Confidential Information: Any business or technical information furnished, disclosed or made accessible by Company to Consultant, whether verbally or in writing (including, but not limited to, trade secrets, marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs and documentation), whether of Company or a third party ("Confidential Information") is

confidential and proprietary. Consultant will hold Information in confidence and will: (a) not use Confidential Information for any purpose other than the fulfillment of its obligations under this Agreement; (b) not disclose Confidential Information to any third party (including any Affiliate of itself) without Company's prior written consent; (c) not make any copies of Confidential Information without Company's prior consent; and (d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own Confidential Information of like importance, but in no event with less than reasonable care. Consultant will only disclose Confidential Information to its employees and/or agents who have a "need to know" for purposes of this Agreement. Consultant will notify and inform such employees and/or agents of the obligations under this Agreement, and Consultant will be responsible for any breach of this Agreement by its employees and/or agents. In the event that Consultant is required to disclose Confidential Information pursuant to law, Consultant will notify Company of the required disclosure with sufficient time for Company to seek relief, will cooperate with Company in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Upon expiration or termination of this Agreement, Consultant will promptly turn over to Company, or at Company's direction destroy, all Confidential Information, in whole or in part, in whatever format, including any copies.

13. Company Property: Any items furnished by Company to Consultant hereunder are and will remain the property of Company. While in Consultant's possession, Consultant will maintain Company property in good condition, will bear the risk of loss therefor, and will not use Company property for any purpose other than the provision of Services.

14. Work Product: All items prepared or originated in connection with the Services, in whatever medium (including but not limited to prototypes, drawings and documentation) and any ideas, designs, techniques, inventions, discoveries, improvements, information, creations, software, and any other items discovered, prepared or developed by Consultant in connection with the provision of Services ("Work Product") will be promptly disclosed and furnished to Company. All right, title and interest in the Work Product will vest in Company and the Work Product will be deemed to be a work made for hire. To the extent it may not be considered a work made for hire, Consultant assigns to Company all right, title and interest in the Work Product, including all copyrights, patent rights, patents and applications therefor. If Work Product includes items previously developed or copyrighted by Consultant, such items shall remain the property of Consultant; provided, however, that Consultant hereby grants to Company unrestricted, royalty-free, perpetual license to copy, use, disclose and sublicense such Work Product for any lawful purpose. All Work Product will be deemed to be Confidential Information of Company.

15. Advertising and Publicity: Neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the prior written permission of the other party.

16. Termination For Convenience; Cancellation: Company may terminate this Agreement, in whole or in part, for its convenience upon 30 days prior written notice. Consultant will be entitled to payment for all Services satisfactorily performed to date of termination. If Consultant's fee is a definite sum for completion of Services, Consultant will be paid for the percent of Services satisfactorily completed. Company will have no other liability arising out of termination. Either party may cancel this Agreement immediately, in whole or in part, for default, breach, or similar circumstances by the other. If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice and seven (7) business day opportunity to cure. This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings, (ii) upon either party's making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business. Company will be entitled to receive all Work Product completed or in progress as of the date of termination or cancellation.

17. Force Majeure: Neither party shall be liable for failure to perform solely caused by unforeseeable Force Majeure circumstances beyond their control ("Force Majeure"). The party experiencing the Force Majeure circumstances shall notify the other party of the delay as soon as reasonably possible, and shall cooperate in minimizing the impact of such Force Majeure. If such circumstances occur, the injured party may elect to terminate this Agreement and/or any Order in whole or in part upon written notice.

18. Notices: Any notices required under this Agreement will be sent to the individuals at the address stated below:

CenturyLink
Mark Reynolds

Consultant
Thomas Ebzery

Address:
1600 7th Ave, Floor 15
Seattle, WA 98191
Tel # 206-345-1568

Address:
1500 Poly Drive
Billings, MT 59102
Tel# 406-245-4881

19. Dispute Resolution:

19.1 Negotiation Between Executives. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position and (b) the name and title of the executive

who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- 19.2 Arbitration.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity hereof, that has not been resolved by negotiation as provided herein within ninety (90) days of the initiation of such procedure, shall be settled by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §. 1 *et seq.* The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. In the event the parties cannot reach agreement on the selection of an arbitrator, either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party's claims to permit the other party to understand the claims and identify witnesses and relevant documents.

The arbitrator may, upon good cause shown, expand the discovery permitted by the JAMS rules and extend any applicable deadlines. The arbitrator may decide a motion for summary disposition of claims or issues, either by agreement of all interested parties or at the request of one party, provided other interested parties have reasonable notice to respond to the request. The arbitrator shall not have the authority to determine claims over which a regulatory agency has exclusive jurisdiction. The arbitrator shall not be empowered to award, nor shall any party be entitled to receive, any damages or awards that are barred by the "Limitation of Liability" Section of this Agreement. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. The arbitrator shall issue an award no later than sixty (60) days after the commencement of the arbitration hearing unless the parties agree otherwise. Each party shall bear its own costs and attorneys' fees and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area.

Should it become necessary to resort to court proceedings to enforce a party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorneys fees, incurred by the party requesting such enforcement shall be reimbursed by the non-complying party to

the requesting party. Venue shall be deemed proper in the federal, state and county courts located in the City and County of Denver, State of Colorado, and said courts shall have exclusive jurisdiction over any such proceedings arising out of this Agreement.

19.3 **Confidentiality.** The parties agree to keep all disputes arising under this Agreement confidential except as necessary in connection with a judicial challenge to or enforcement of an award or unless otherwise required by law or judicial decision. The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

20. **Records and Audits:** Consultant will maintain complete and accurate records of all charges incurred by Company under this Agreement, in accordance with generally accepted accounting principles, for a period of twenty-four months from the date of termination of the Agreement. Company will have the right to inspect Consultant's records upon reasonable notice and to retain copies thereof.

21. **Governing Law:** This Agreement will be governed by the laws of the State of Colorado without reference to its choice of law rules.

22. **Assignment and Delegation:** No rights or interests in the Agreement will be assigned by Consultant (including the hiring of subcontractors to perform any part of Services) without the prior written consent of Company.

23. **Modifications or Amendments:** No modifications or amendments will be made to this Agreement unless in writing and signed by the parties.

24. **Waiver:** No waiver of any provision of this Agreement or any right or obligation of a party will be effective unless in writing, signed by the parties. The failure of either party to enforce a right will not constitute a waiver.

25. **Survival of Obligations:** The respective obligations of Consultant and Company which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement will survive.

26. **Conflict of Interest:** Consultant affirms that no conflict of interest arises out of or is created by this Agreement with any third party to which Consultant may also be providing any services. Should a conflict of interest subsequently occur, Consultant shall notify Company immediately. Company may terminate this Agreement in the event a conflict of interest arises.

27. **Reports.** Consultant shall provide to Company with timely information sufficient to file all required lobbying activity reports and will provide copies of any reports the consultant files in which Company is identified as a client.

28. Company Affiliates' Purchase Rights. "Affiliate" means an entity, directly or indirectly, Controlling, Controlled by or under common Control with a party, or any Affiliate that is subsequently divested. An Affiliate of Company may issue Orders for Services and Deliverables on behalf of itself and the Company Affiliates under this Agreement and the Services and Deliverables may be transferred to, rendered on behalf of, or used by any Company Affiliate, notwithstanding anything to the contrary in the Agreement. Contractor will provide Services and Deliverables under the Agreement directly to any Company Affiliate upon request. All references to Company in the Agreement refer equally to Company or the Company Affiliate executing a particular Order. The obligations and liabilities of any of Company's Affiliates are several, not joint even if executed by an Affiliate on behalf of another. All purchases by Company and its Affiliates accrue and are cumulative for purposes of any terms and conditions, pricing, discounts or incentives based on the volume or amount of purchases.

29. Entire Agreement: This Agreement, together with any incorporated Exhibits or other attachments, constitutes the entire Agreement between the parties and supersedes all prior oral and written communications, agreements and understandings with respect to the subject matter herein contained. Notwithstanding the foregoing, any non-disclosure or confidentiality agreement entered into by the parties in advance of this Agreement will remain effective according to its terms. Any pre-printed terms and conditions on orders, invoices, or other documents will be invalid to the extent of any conflict with the terms and conditions of this Agreement.

The parties, intending to be legally bound, have caused this Agreement to be executed on the dates set forth below.

CenturyLink Service Group

CONSULTANT

(Authorized Signature)

(Authorized Signature)

Mark Reynolds

(Print or Type Name of Signatory)

Thomas Ebzery

(Print or Type Name of Signatory)

VP REGIONAL REG & LEGISLA

(Title)

President

(Title)

(Execution Date)

(Execution Date)

Approved:

R. Steven Davis

Executive Vice President Public Policy
(Title)

(Execution Date)

**EXHIBIT A
TO CONSULTANT AGREEMENT**

This Exhibit A is attached to and made a part of the Consultant Agreement entered into by Company and Consultant to enable Company to receive services from Consultant under the terms and conditions set forth herein.

Service Fees: During the Term, fees for Services rendered under this Agreement shall be held firm. Consultant will be paid for Services in accordance with the fee schedule below. Consultant shall provide Company with written monthly reports and invoices which will include the following: (i) purchase order number, if applicable; (ii) billing period; (iii) name(s) and description of labor performed by Consultant personnel; and (iv) number of hours worked by each individual(s) during the billing period. Fees applicable to the Services are as follows:

- Consultant will invoice Company for Services at a rate of \$3,700 per month during the Term of the Agreement.
- The parties agree that the total amount due under this Agreement will not exceed \$48,500 unless otherwise agreed to in writing.

STATEMENT OF WORK FOR PROCUREMENT REPRESENTATION

Consultant will provide the following services, deliverables or other work product to CenturyLink as follows:

Consultant will assist in the development and execution of proactive and defensive strategies and advocacies related to legislative issues in Montana. Services may include but are not limited to: Represent CenturyLink as a registered lobbyist in the Montana legislature, which may include appearing before committees, meeting with legislators and/of their staff, and building coalitions;

- Monitor interim/introduced bills, resolutions, and amendments and assess may impact to CenturyLink;
- Assist in drafting proposed legislation or amendments to proposed legislation, which may include working with key stakeholders to secure agreement and support;
- Work with legislative leadership and individual members to advance CenturyLink legislation in the 2015 session
- Assist in implementing legislative solutions that will modernize telecommunication services

- Analyze actions of all legislative committees and advise CenturyLink on issues or actions that affect the company;
- Review and participate in all discussions with other Montana Stakeholders regarding tax issues and legislation of benefits to CenturyLink.

Service Sites: Services will be performed at the following location: In various governmental offices in and near the State Capitol in Helena and statewide during interim period.

Labor, Tools, Equipment and Materials: Consultant will be responsible for supplying all labor, tools, equipment and materials necessary to provide the Services, including any licenses, bonds, permits, or other items required for Consultant to perform Services.

Performance Standards: Satisfaction of the Montana Legislative and Regulatory Director, on behalf of CenturyLink.

MARK REYNOLDS
CENTURYLINK

THOMAS EBZERY

DATE

DATE