

Contract No. 111000456078

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

- 1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- 2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- 4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: *[Signature]*
 Printed: CAROL ANN SLOAN SKI
 Title: GENERAL COUNSEL
 Date: 10/19/2011

By: _____
 Printed: _____
 Title: _____
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address:

And if related to a dispute to:
 CenturyLink - Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

Address for Notices (if different from above):

Sales Rep: Peter Talmage
 Sales Rep Phone: (541) 387-9365

Contract No. 111000456078**SERVICES LIST**

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 11-056154
2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Proposal For CenturyLink ISDN - PRI Services
 Proposal Date: 10/10/2011
 Expre Quote Date: 12/9/2011
 Customer Copy - Quote #: 11-056154



Customer Contact Information:

Company Name:
 Billing Address:
 Billing City, State, Zip:
 BAN ID:
 Customer Contact Name:
 Customer Contact Phone:
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name:
 Address:
 Site City, State, Zip:
 NPA-NXX:
 On-Site Contact Name:
 Work TR

Telco Central Office Information:

Telco: United Telephone Company of the Northwest
 Serving Central Office CLLI: PRSRWAXAR50
 Serving Central Office Address: 801 6TH ST
 Serving Central Office City, State, Zip: PROSSER WA 99350

CenturyLink Contact Information:

Sales Person: Peter Talmage [TA3]
 Email: peter.j.talmage@centurylink.com
 Sales Contact Number: 541-387-9365
 Dealer Code:

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN - PRI Services (Qty: 1)
 Term Agreement: 36 month

Charge Detail:

Qty	Price Plan	Feature Code	Feature Code Description	MRR	NRR
1	PP3Z4P01	0018	Service Order Charge		\$0.00
1	PP3Z4P01	0238	Premises Visit Charge		
1	PP3Z4P01	PRI3Y	ISDN PRI		
1	PP3Z4P01	0266	PRI Install Charge		\$0.00
23	PP3Z4P01	Y100NO	Channels - Per Channel	\$0.00	
1	PP3Z4P01	Y124	Caller ID - Name Option	\$0.00	
1	PP3Z4P01	Y106	National ISDN-2 Protocol	\$0.00	
5	PP3Z4P01	1204V	DID Numbers - Block of 20 (N/C)	\$0.00	
TOTAL					

Proposal For CenturyLink ISDN - PRI Services
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Expire Quote Date: 12/9/2011
Customer Copy - Quote #: 11-056154



Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: United Telephone Company of the Northwest
Service: CenturyLink ISDN - PRI Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that Embarq may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable Embarq terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.