

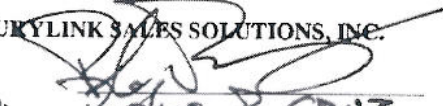
Products and Services Agreement

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: 
 Printed: Kelly R. Quinn
 Title: Sales Manager
 Date: 1/23/12

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: Paul Brosnan
 Sales Rep Phone: (860) 896-0632

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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): 12-002451

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.

Redacted



Proposal For CenturyLink ISDN-PRI
Proposal Date: 1/18/2012
Customer Copy - Quote #: 12-002451



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 TN:

Telco Central Office Information:

Telco: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
Serving Central Office CLLI: GGHRWAXABB4
Serving Central Office Address: GIG HARBOR
Serving Central Office City, State, Zip: GIG HARBOR WA 98335

CenturyLink Contact Information:

Sales Person: Paul Brosnan [WSS]
Email: paul.g.brosnan@centurylink.com
Sales Contact Number: 860-896-0632
Dealer Code:

Teaming Sales Person: Melissa Lezcano [FWN]
Email: melissa.lezcano@centurylink.com
Teaming Sales Contact Number: 407-814-6315

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

Service Description:

Type of Service: CenturyLink ISDN-PRI (Qty: 1)
Term Agreement: 36 month
Customer Requested Due Date: 1/31/2012
Expedite: No
Circuit ID (if existing): N/A

Term Option Selected:

Term (in months)	Monthly Recurring Revenue	Non-Recurring Revenue
36 Month		

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Proposal For CenturyLink ISDN-PRI
Proposal Date: 1/18/2012
Customer Copy - Quote #: 12-002451



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: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
Service: CenturyLink ISDN-PRI

- 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 CenturyLink 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 CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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