

**ILLUSTRATIVE
ACCESS SERVICE****24. CONTRACT TARIFFS****24.2 CONTRACT NO. 13-001**

DESCRIPTION: DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from May 1, 2013 through
May 31, 2013CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff offers a Revenue Commitment Plan for the Company's DS1 and DS3 Services, as set forth in Sections 7 and 17 preceding, and which requires concurrent subscription to the CenturyLink Operating Companies' F.C.C. No. 9 Tariff, Contract No. 13-001. Eligibility for these discounts requires the customer meet or exceed the term revenue commitment of \$342,000,000.00 in Contributory Charges as set forth below.

TERMS AND CONDITIONS REQUIRED:

- The customer must meet or exceed a Term Revenue Commitment of \$342,000,000.00. The Revenue Commitment Plan is measured by totaling the net Contributory Charges for Contributory Services purchased during the 36-month term.
- Contributory Services may be comprised of DS1, DS3, SONET, Wavelength and Ethernet Service and other Special Access Services for the following companies: CenturyTel (CT) ILEC, Embarq (EQ) ILEC, Embarq Communications, Inc., (ECI), Lightcore, Qwest Communications Company (QCC) IXC and Qwest Corporation (QC).
- Contributory Charges are the customer's monthly recurring charges incurred during the term.
- Customers must currently subscribe to the Regional Commitment Plan (RCP) in order to be eligible to enroll in the Revenue Commitment Plan.
- The Revenue Commitment Plan discounts per this Contract Tariff will only apply to DS1s and DS3 and must not exceed the billed charges.

(x) Issued under the authority of Special Permission No. 13-XXX.

ISSUE DATE:	Issued Under Transmittal No. @	EFFECTIVE DATE:
{	Vice President-Regulatory Operators	}
	100 CenturyLink Drive	
	Monroe, Louisiana 71203	

**ILLUSTRATIVE
ACCESS SERVICE****24. CONTRACT TARIFFS****24.2 CONTRACT NO. 13-001****TERMS AND CONDITIONS REQUIRED: (Cont'd)**

- The Company will calculate the customer's Contributory Charges that count towards the Revenue Commitment Plan Credit within 30 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin on May 1, 2013 and will end on May 31, 2013, and each subsequent Measurement Period will be a calendar month. The customer's total Contributory Charges included on invoices with bill dates that occur within a Measurement Period will be included on a Contributory Charges Report and may include various bill dates during the calendar month.
- For each Measurement Period, the customer will receive a credit pursuant to the following Discount Tier Table. The applicable percentage will be applied to Month-to-Month Rates.

DISCOUNT TIERS

RANGE	LOW END Of SPEND	HIGH END Of SPEND	MTM CREDIT
1	–	\$21,999,999	0.0%
2	\$22,000,000	\$26,199,999	29.1%
3	\$26,200,000	\$28,699,999	31.1%
4	\$28,700,000	\$30,699,999	31.7%
5	\$30,700,000	Above	33.4%

- When there are billing adjustments for Contributory Charges in Measurement Periods, prior to the current period, that result in a change of 5% or more in the credit amount for a previous Measurement Period, the customer or the Company shall implement a corresponding equitable adjustment to the current credit amount.

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**ILLUSTRATIVE
ACCESS SERVICE****24. CONTRACT TARIFFS****24.2 CONTRACT NO. 13-001 (Cont'd)**

(N)

AGREEMENT TERM AND TERMINATION

- If this Revenue Commitment Plan is terminated prior to the customer meeting the \$342,000,000.00 Revenue Commitment, then the customer will pay early termination charges equal to the Revenue Commitment less any net Contributory Charges paid for Contributory Services between May 1, 2013 and 30 days after the date of the last invoice for Contributory Services.
- When the customer's net Contributory Charges for Contributory Services reaches \$342,000,000.00 or greater, the customer may terminate the Revenue Commitment Plan without incurring early termination liability charges.
- The customer may elect to extend the Revenue Commitment Plan for two additional 12-month renewal periods by providing written notification at least 60 days prior to the end of the term or renewal term. The Revenue Commitment for the term extension will be reset at \$114,000,000.00 for each one year renewal term.

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