ACCESS SERVICE
ILLUSTRATIVE
24. CONTRACT TARIFFS   (N)

24.2   CONTRACT NO. 15-005

DESCRIPTION: Existing DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from September 1, 2015 through
                         October 1, 2015

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff offers a Revenue Discount Simplification Plan for the   (N)
Company's DS1 and DS3 Services, as set forth in Sections 7 and 17 preceding,   (N-x)
and which requires concurrent subscription to the CenturyLink Operating   (N-x)
Companies' F.C.C. No. 9 Tariff, Contract No. 15-002. Eligibility for these   (N)
discounts requires the customer meet or exceed the initial term revenue
commitment of $141,341,549.00 in Contributory Charges as set forth below.

TERMS AND CONDITIONS REQUIRED:

• The customer must meet or exceed an Initial Term Revenue Commitment of
  $141,341,549.00. The Revenue Discount Simplification Plan is measured by
  totaling the net Contributory Charges for Contributory Services purchased
  during the Initial 36-month term.

• Contributory Services may be comprised of DS1, DS3 and other Special   (N)
  Access Services for the following companies: CenturyTel (CT), Embarq (EQ),   (N-x)
  CenturyLink Communications, LLC., (CLC) and Qwest Corporation (QC).   (N-x)

• If a customer is current on at least 90% of all undisputed payment obligations (N)
  for Contributory Charges, and customer's contributory Charges qualify it for a
  Discount Plan Credit, the Discount Plan Credit will be applied to the
  customer's invoices during the next billing cycle after the Contributory
  Charges Report is accepted by the customer.

• Customers must currently subscribe to the Regional Commitment Plan (RCP)
  and Variable Term Pricing Plans (VTPP) in order to be eligible to enroll in the
  Revenue Discount Simplification Plan. The Revenue Discount Simplification
  Plan will supersede these discount plans without applying Termination
  Liability, ordering charges and/or service or service order charges.   (N)

(x)   Issued under the authority of Special Permission No. 15-xxx.

ACCESS SERVICE
ILLUSTRATIVE
24. CONTRACT TARIFFS

24.2   CONTRACT NO. 15-005   (N)
TERMS AND CONDITIONS REQUIRED: (Cont'd)

- The Plan discounts per this Contract Tariff will only apply to DS1s and DS3s and must not exceed the monthly billed charges. As of the implementation date all DS1 and DS3 Services will be re-rated to month-to-month rates

- The Company will calculate the customer's Contributory Charges that count towards the Revenue Discount Simplification Plan Credit within 30 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin on the first full calendar month after the implementation date, 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 the eligible Month-to-Month Rates in CLOC Tariff 11.

DISCOUNT TIERS

Tiers	Minimum Spend	Maximum Spend	Discount Percentage
1	$0.00	$7,7499,999	0.0%
2	$7,750,000	$8,599,999	10.0%
3	$8,600,000	$9,399,999	14.0%
4	$9,400,000	$10,599,999	18.0%
5	$10,600,000	$11,399,999	20.0%
6	$11,400,000	$12,249,999	22.0%
7	$12,250,000	+	24.0%

(N)

(x)   Issued under the authority of Special Permission No. 15-xxx.

Issued Under Transmittal No. @
Issued Date: Vice President-Regulatory Operations   Effective Date:
{   100 CenturyLink Drive   }
Monroe, Louisiana 71203

FCC2015-005

ACCESS SERVICE
ILLUSTRATIVE
24. CONTRACT TARIFFS

24.2   CONTRACT NO. 15-005 (Cont'd)   (N)

AGREEMENT TERM AND TERMINATION

- The Company will calculate the customer's Contributory Charges that count toward the discount plan credit within 30 days following the end of a Measurement Period, beginning with September 1, 2015. Each Measurement Period will include:

  - Contributory Charges for services on invoices with bill dates starting with the 25th of the prior month up through the 24th of the current month.

  - The customer's total Contributory Charges included on invoices with bill dates that occur within a Measurement Period will be included on the Contributory Charges Report.

- If this Revenue Discount Simplification Plan is terminated prior to the customer meeting the $141,341,549.00 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 the implementation date and 30 days after the date of the last invoice for Contributory Services.

- When the customer's net Contributory Charges for Contributory Services reaches $141,341,549.00 or greater before the end of the Initial Term, the customer may terminate the Revenue Discount Simplification Plan without incurring early termination liability charges.

- The customer may elect to extend the Revenue Discount Simplification Plan for up to two (2) additional 12-month renewal periods by providing written notification at least 60 days prior to the end of the Initial Term. The Renewal Revenue Commitment for the Renewal Term will be reset to the lesser of $47,113,850.00 or an amount equal to fifty (50%) of the customer's total Contributory Charges for the twelve (12) month period ending upon the expiration of the Initial Term or Renewal Term, if applicable.

- If the Renewal Term is terminated at any time during the 12 months, the customer will pay early termination charges equal to the Revenue Commitment less any net Contributory Charges paid for Contributory Services between the implementation date and 30 days after the date of the last invoice for Contributory Services.   (N)

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