

ILLUSTRATIVE

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 16-001

DESCRIPTION: DS0 and Below, DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from March 1, 2016 through April 1, 2016

CONTRACT
EXPIRATION DATE: 36-Months

AVAILABLE MSAs: MSAs identified in Section 23

This contract tariff offers a Service Revenue Discount Plan (SRDP) for the Company's DS0 and below, DS1 and DS3 Services, as set forth in Sections 7 and 17 preceding, and which requires concurrent subscription to the CenturyLink Operating Company's F.C.C. No. 9 Tariff, Contract No. 16-001. Eligibility for these discounts requires the customer must have incurred Contributory Charges of at least \$800,000,000.00 between January 1, 2014 and December 31, 2014.

TERMS AND CONDITIONS REQUIRED:

- The customer must have incurred monthly qualifying charges of at least \$60,000,000.00 for each of the three months prior to March 1, 2016.
- Contributory Services may be comprised of DS0 and below, DS1, DS3, and other Special Access Services for the following CenturyLink Operating Companies: Embarq (EQ) ILEC and Qwest Corporation (QC) ILEC.
- Qualifying Charges are the customer's monthly recurring charges incurred during the term.
- Customers must currently subscribe to the Regional Commitment Plan (RCP) and an existing Pricing Flexibility Overlay Plan in order to be eligible to enroll in the SRDP. This Agreement supersedes the following existing term discount plans: Regional Commitment Plans (RCP) and Pricing Flexibility Plan Contract.
- The Service Revenue Discount Plan discounts per this Contract Tariff will only apply to DS0 and below, DS1 and DS3 Services and must not exceed the billed charges.

(x) Issued under the authority of Special Permission No. 16-xxx.

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TERMS AND CONDITIONS REQUIRED: (Cont'd)

(N)

- The initial term of three years beginning on March 1, 2016, will automatically renew four times for a period of one year each unless the customer provides CenturyLink with thirty (30) days written notice before the next renewal period. Notwithstanding, this contract tariff will not extend beyond March 31, 2022.
- The Company will calculate the customer's Qualifying Charges that count towards the Service Revenue Discount Plan Credit within 30 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin in March 2016. Each Measurement Period will include Qualifying Charges for ILEC 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 Qualifying Charges included on invoices with bill dates that occur within a Measurement Period will be included on a Qualifying Charges Report provided to the customer.

SERVICE REVENUE DISCOUNT PLAN CREDITS

- Service Revenue Discount Plan Credits. When the customer satisfies the requirements contained in the this Contract Tariff, the customer will receive an SRDP Credit equal to their monthly Qualifying Charges multiplied by the credit percentage of 34.1%.
- The customer will receive the SRDP credit only if they met payment obligations for Qualifying Charges for Contributory Services. Notwithstanding CenturyLink withholds credits if the customer fails to meet its payment obligations, but if the customer rectifies the default within 30 days of written notification, CenturyLink will then issue withheld credits.
- If the customer is current on all undisputed payment obligations for Qualifying Charges, the Credits will be applied to the customer's invoices on the next billing cycle after the charges have been incurred.

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(N)

MINIMUM REVENUE COMMITMENT

- Effective April 1, 2016 and each month during the term, in order for the customer to be eligible for a Discount Credit, customer agrees to spend at least 50% of the previous month's Revenue Commitment for Qualifying Services.
- If the customer's Qualifying Services fall below the Revenue Commitment the customer will forfeit the discount credit for that month or the customer may as it sole option, buy up to the Revenue Commitment for that month to receive the applicable discount credit.

TERMINATION LIABILITY CHARGE

- If, prior to the completion of the term, the customer terminates this agreement, or if the Company terminates this agreement for cause, the customer will pay a termination charge equal to the amount of discount credits received for the month immediately preceding the date of termination. In addition, the customer forfeits its right to receive any Discount Credits for the month in which the termination occurs.
- The customer will pay the Termination Liability Charge within 30 days of the invoice date for such charge.

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