

Illustrative

ACCESS SERVICE

24. CONTRACT TARIFFS

24.2 CONTRACT NO. 16-004

DESCRIPTION: DS1 and DS3 Services

CONTRACT AVAILABILITY: Effective from October 1, 2016 through November 1, 2016

CONTRACT EXPIRATION DATE: 36-Months

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff offers a Revenue Discount Simplification Plan (RDSP) 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 Company's F.C.C. No. 9 Tariff, Contract No. 16-002. Eligibility for these discounts requires the customer to meet or exceed the initial term revenue commitment of \$90,000,000.00 Contributory Charges as set forth below.

TERMS AND CONDITIONS REQUIRED:

- The customer must meet or exceed an initial Term Revenue Commitment of \$90,000,000.00 and demonstrate increasing growth based on services defined as Net Contributory Charges for Contributory Services, as defined in this Contract Tariff, during the past three years.
- Contributory Services may be comprised of DS1, DS3, and other Special Access Services for the following CenturyLink Operating Companies: CenturyTel (CT), Embarq (EQ), CenturyLink Communications, LLC (CLC) and Qwest Corporation (QC).
- If a customer is current on at least 90% of all undisputed payment obligations 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.
- The plan discounts per this Contract Tariff will apply only to Price Flex DS1s and DS3s 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)

- The customer may elect to extend the Revenue Discount Simplification Plan for one (1) 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 \$30,000,000.00 or an amount equal to fifty percent (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.
- The Company will calculate the customer's Contributory Charges that count towards the Discount Plan Credit within 30 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin in October 2016. 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. All other Measurement Periods 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 provided to the customer.
- For each Measurement Period, the Customer will receive a credit based on where its Contributory Charges for that Measurement Period fall within the following Discount Tier table below. The Discount Plan Credit amount will be calculated by multiplying the Discount Percentage that corresponds to Customer's Contributory Charges for that Measurement Period against the Price Flex DS1 and DS3 services for that Measurement Period.

(N)

(N)

Issued Date:

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FCC2016-XX

Issued Under Transmittal No. @
Vice President-Regulatory Operations
100 CenturyLink Drive
Monroe, Louisiana 71203

Effective Date:

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DISCOUNT TIERS

TIERS	CONTRIBUTORY MIN SPEND	CONTRIBUTORY MAX SPEND	PRICE FLEX DISCOUNT PERCENTAGE
1	—	\$5,284,999	0.0%
2	\$5,285,000	\$6,069,999	24.5%
3	\$6,070,000	\$6,974,999	28.5%
4	\$6,975,000	\$7,599,999	30.5%
5	\$7,600,000	\$8,164,999	31.0%
6	\$8,165,000	\$8,769,999	31.5%
7	\$8,770,000	\$9,424,999	32.0%
8	\$9,425,000	\$10,829,999	32.5%
9	\$10,830,000	Above	33.5%

- If this Revenue Discount Simplification Plan is terminated prior to the customer meeting the 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 the Revenue Commitment 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 will pay the Termination Liability Charge within 30 days of the invoice date for such charge.

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