### AGREEMENT FOR IDAHO AGENCY CONNECTIVITY SERVICES

This Agreement for Idaho Agency Connectivity Services ("Agreement") is made this Z day of February 2015, by and between the State of Idaho, Department of Administration, ("Administration" or "Customer"), and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink" or "Contractor").

#### RECITALS

- Under the authority granted in Idaho Code section 67-5720, the Administrator of the A. Division of Purchasing has declared an emergency and delegated authority to the Director to acquire the services more particularly described in this Agreement.
- Centurylink is willing to provide the services described in the Service Exhibits under the terms and conditions of this Agreement and the documents incorporated by reference herein.

#### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, which are incorporated herein by this reference, the parties agree as follows:

Scope of Work. Centurylink will provide the services set forth on Exhibit A, Scope of 1. Work and further described in the service exhibits ("Service Exhibits") attached to this Agreement, which are incorporated herein by this reference. Except as set forth in this Agreement, Centurylink shall supply, at its sole expense, all staff, equipment, tools, materials or supplies to accomplish the work to be performed pursuant to this Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached as Exhibit B to the Agreement as of the Effective Date and incorporated by this reference are shown below.

Domestic CenturyLink IQ® Networking Service Exhibit Local Access Service Exhibit

#### 2. Terms of payment.

Cost Schedule. Administration shall pay Centurylink in accordance with Exhibit C, Cost Schedule, which is incorporated herein by this reference, and Idaho Code section 67-2302. Administration shall not be liable for any expenses Centurylink pays or incurs or any charges or costs billed under this Agreement unless set forth in this Agreement or required under Idaho Code Section 67-2302. Customer must also pay CenturyLink any applicable surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer in connection with Services. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

- 2.2 <u>Invoices</u>. Centurylink shall submit all invoices to the individual and at the address specified by Administration to Centurylink in writing. All invoices shall clearly identify the billing period and each charge or cost, including a specific reference to the deliverable or service in the Scope of Work under which the charge or cost is billed. Centurylink shall submit invoices monthly. Administration shall not be liable for payment under an invoice submitted before delivery and acceptance of a deliverable identified in the Scope of Work.
- 2.3 <u>Payment</u>. The time period for payment pursuant to Idaho Code section 67-5735 shall begin Administration's receipt of billing. Administration, in its discretion, may require written documentation of invoice items as a condition of payment. If Administration requests written documentation substantiating an invoice item, the item shall be severed from the invoice until CenturyLink provides reasonable documentation substantiating the invoice item.
- 3. Contract Relationship. It is distinctly and particularly understood and agreed between the parties that Administration is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of Centurylink or with the employment of labor or the incurring of expenses by Centurylink. Centurylink is an independent contractor in the performance of each and every part of this Agreement, and solely liable for all labor, taxes, insurance, required letter of credit and other expenses, except as specifically stated herein, and for any and all damages in connection with CenturyLink's performance of this Agreement, whether it may be for personal injuries or damages of any other kind. Centurylink shall exonerate, indemnify, defend, and hold Administration and the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation, and income tax laws with respect to Centurylink or Centurylink's employees engaged in performance under this Agreement. The State of Idaho and Administration do not assume liability as an employer.
- a. 4. *Term.* This Agreement is effective as of the date of the last signature set forth below (the "Effective Date"). This Agreement shall be for an initial term beginning on the Effective Date and expiring on the earlier of six (6) calendar months following the Effective Date or the date set forth in a Notice of Award of Successor Contract as more particularly described in section 8 of this Agreement.
- 5. Insurance. CenturyLink shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. CenturyLink shall provide certificates of insurance or endorsements as applicable for the insurance required. CenturyLink shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to Administration.

All insurance, except for Workers Compensation, shall be endorsed to include the State of Idaho and the Idaho Department of Administration as Additional Insured. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be

primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State of Idaho.

If any of the liability insurance required for this Agreement is arranged on a "claimsmade" basis, "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four-months "prior acts" coverage is provided. CenturyLink will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

By requiring insurance herein, Administration does not represent that coverage and limits will necessarily be adequate to protect the CenturyLink, and such coverage and limits shall not be deemed as a limitation on the CenturyLink's liability under the indemnities granted to the State of Idaho.

CenturyLink shall maintain insurance in amounts not less than the following:

Commercial General Liability (CGL) with a limit of not less than \$2,000,000 each occurrence, and \$2,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$4,000,000 each occurrence, and \$4,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

Workers Compensation Insurance in amounts as required by statute in all states in which the CenturyLink performs work, and Employers' Liability with a limit of \$100,000 Bodily Injury by Accident-each Accident, \$100,000 Bodily Injury by disease-each employee, \$500,000 Bodily Injury by Disease-policy limit.

6. Subcontracting and Assignment. Centurylink shall not subcontract or assign its duties under this Agreement without the prior written approval of Administration. Administration may, in its sole discretion, impose reasonable requirements upon Centurylink prior to the approval of any subcontract or assignment. Subcontractors identified in the Scope of Work are hereby accepted by Administration. Notwithstanding Administration's approval of any subcontract, Centurylink shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. Centurylink shall be and shall remain liable for all costs and damages to the State of Idaho caused by performance or nonperformance of the subcontracted services. Centurylink shall ensure that each subcontractor

agrees to comply with the terms of this Agreement applicable to its scope of performance, including but not limited to all the insurance requirements set forth in section 5.

7. Indemnification. Centurylink shall indemnify, defend and save harmless the State of Idaho, its agencies, officers, agents, and employees, from and against all third party claims for liability, claims, damages, losses, expenses, actions, disallowances, fines, penalties, attorney fees, and suits whatsoever, arising from injury or death of others or any employee of Centurylink or subcontractor, to the extent caused in whole or in part or to the extent arising from the negligent or wrongful acts or omissions of Centurylink, its employees, agents or subcontractors under this Agreement or that arise from CenturyLink's failure to comply with any state, federal or local statute, law, act, regulation, or rule applicable to CenturyLink.

#### 8. Termination.

- Termination for Cause. Either party may terminate this Agreement immediately upon written notice if at any time the other party is in material breach of any warranty, term, condition, covenant or obligation under this Agreement and fails to cure that breach within thirty (30) days written notice thereof or within ten (10) days when failure to cure the breach would material affect public health, welfare, or safety.
- Termination for Award of Successor Contract. Centurylink understands and acknowledges that Administration intends to issue a competitive solicitation for a successor vendor to perform the services set forth in the Scope of Work. Administration may cancel this Agreement upon no less than thirty (30) calendar days' prior written notice to Centurylink specifying the date of the Agreement's termination under Section 4 (the "Termination Date") and whether the Administration wishes to exercise its right to transition assistance services (the "Notice of Award of Successor Contract"). Upon Notice of Award of Successor Contract, Centurylink shall reasonably cooperate to transfer the services under the Scope of Work to the successor vendor. Unless CenturyLink terminates this Agreement under Sections 8.1 (Termination for Cause), CenturyLink will, at Administration's request, provide transition assistance services on the terms set forth in this Agreement for a period of up 120 days after the Termination Date (the "Transition Assistance Period"). During the Transition Assistance Period, CenturyLink will cooperate with Administration and its designees and provide the assistance reasonably requested by Administration or its designees to allow Administration' operations to continue without material interruption or adverse effect and to facilitate the orderly transfer of responsibility for the Services then being provided by CenturyLink to Administration or its designees, including the following:
  - i. Continuing to provide any of the Services then being furnished by CenturyLink. at the rates that would apply during those periods under the terms of this Agreement.
  - Developing and implementing, with the assistance of Administration or its designees, a plan for the transition of the Services to Administration or its designees.

Administration will remain liable for charges accrued but unpaid as of the Termination Date.

8.3 Non-appropriation or Reduced Funding. Administration is a government entity and it is understood and agreed that the State of Idaho's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

Administration reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for Administration to continue such payments, or requires any return or "give-back" of funds required for the State of Idaho to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if Administration discontinues or makes a material alteration of the program under which funds were provided. Administration shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to Centurylink. Further, in the event of non-appropriation, Administration shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom; provided, however that CenturyLink may impose Cancellation Charges otherwise applicable under the Agreement.

9. Notices. Any notice given in connection with this Agreement shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by facsimile transmission to the other party at the facsimile number below. Notice shall be deemed delivered immediately upon personal service or facsimile transmission or forty-eight (48) hours after depositing notice or demand in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO: Administration

650 W. State Street, Rm 100

Boise, Idaho 83720-0003

Fax: 208-334-2307

ATTN: Director

TO: Centurylink

1801 California St., #900

Denver, CO 80202 Fax: 888-778-0054

ATTN: Legal Department

- No Authority to Bind the State of Idaho. Centurylink has no authority to enter into contracts or agreements on behalf of Administration. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between Administration and Centurylink in any respect.
- Taxes. The State of Idaho is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State of Idaho is generally exempt from payment of federal excise tax under a permanent authority from the District Director

of the Internal Revenue Service. The State of Idaho will furnish exemption certificates upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, the Contractor shall be solely and absolutely responsible for the payment of those taxes. Except as set forth in this provision, Administration will otherwise pay CenturyLink any applicable taxes assessed in connection with Services, unless the purchaser is exempt from such tax. Taxes may vary and are subject to change.

#### 12. Compliance with Law.

- 12.1. Compliance with Law, Licensing and Certifications. Centurylink shall comply with all requirements of federal and state statutes, rules, and regulations applicable to Centurylink or to the services performed by Centurylink pursuant to this Agreement. For the duration of the Agreement, Centurylink shall maintain in effect, and have in its possession, all licenses and certifications required by federal, state and local laws, rules and regulations, including, but not limited to business and professional licenses.
- 12.2. Non-discrimination. Centurylink shall provide all services funded through or affected by the Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, or physical/mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination in Employment Act of 1967; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; The Americans With Disabilities Act of 1990; Executive Order 11246, as amended by Executive Order 11375; Department of Labor Regulations, codified at 41 CFR Part 60; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; and, United States Department of the Interior Regulations, codified at 43 CFR Part 17. Centurylink shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. Centurylink must include this provision in every subcontract relating to this Agreement.
- Illegal Aliens. Centurylink warrants that this Agreement is subject to Executive 12.3 Order 2009-10 http://gov.idaho.gov/mediacenter/execorders/eo09/eo\_2009\_10.html]; it does not knowingly and willfully hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any knowing and willful employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of this Agreement price, per violation, or termination of this Agreement or both monetary penalties and termination, in the sole discretion of Administration.

#### 13. Confidentiality and Public Records.

<u>Public Records.</u> Pursuant to Idaho Code section 9-337 et seq., information or documents received from Centurylink may be open to public inspection and copying unless exempt from disclosure. Centurylink shall clearly designate individual documents that it desires to keep exempt as "exempt" on each page of such documents and shall indicate the basis for such exemption. Centurylink shall indemnify and defend Administration against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Centurylink's failure to designate individual documents as exempt. Centurylink's failure to designate as exempt any document that is released by the State of Idaho shall constitute a complete waiver of any and all claims for damages caused by any such release. If Administration receives a request for materials claimed exempt by Centurylink, Centurylink shall provide the legal defense for such claim and pay all expenses incurred by the State of Idaho in connection with such request. Administration will not accept a legend or statement on one (1) page that all, or substantially all, of a document is exempt from disclosure.

- 13.2 <u>Confidential Information</u>. Pursuant to this Agreement, Centurylink may collect, or the State of Idaho may disclose to Centurylink, financial, personnel or other information that the State of Idaho regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State of Idaho. Centurylink shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State of Idaho to any third party, except with the State of Idaho's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State of Idaho. Confidential Information shall be returned to the State of Idaho upon termination or expiration of this Agreement. Confidential Information shall not include data or information that:
- A. Is or was in the possession of Centurylink before being furnished by the State of Idaho, provided that such information or other data is not known by Centurylink to be subject to another confidentiality agreement with or other obligation of secrecy to the State of Idaho;
- B. Becomes generally available to the public other than as a result of disclosure by Centurylink; or
- C. Becomes available to Centurylink on a non-confidential basis from a source other than the State of Idaho, provided that such source is not known by Centurylink to be subject to a confidentiality agreement with or other obligation of secrecy to the State of Idaho.
- D. CenturyLink will not be deemed to have accessed, received, or be in the possession of Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.
- 14. Assignment. Neither party may assign its rights or delegate its duties, in whole or in part, without the prior written consent of the other except that Centurylink may assign as collateral its right to payment under this Agreement with prior written notice to Administration.
- 15. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 16. *Modification*. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Administration and Centurylink.

- 17. Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between Administration and Centurylink regarding the subject matter of this Agreement.
- 18. Attorneys' Fees. In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be entitled to additional sums as the court may adjudge for reasonable attorneys' fees, subject to the other party's right to appeal.
- 19. Applicable law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
- 20. *Jurisdiction and Venue*. The parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.
- 21. Force Majeure. Neither party shall be liable or deemed to be in default for any delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, sabotage, cable cut not caused by CenturyLink, or unusually severe weather; provided that in all cases of delay in performance, CenturyLink shall immediately notify the State by telephone, of such delay, and follow up such oral notice with prompt written notice detailing the cause for delay. CenturyLink shall make every reasonable effort to complete performance as soon as practicable. This clause does not apply to Service issues involving network outages caused by or related to a network that is not owned or controlled by CenturyLink.

### 22. Limits of Liability.

For Service issues, the limits of liability are as provided in the applicable SLA. For all other claims, except with regard to its indemnification obligations under Sections 7. [Indemnification], CenturyLink's aggregate liability shall be limited to twice the aggregate value of the Agreement or One Million and 00/100 Dollars (\$1,000,000.00), whichever is greater. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. Direct damages include costs or damages incurred by the State for placement of a new Agreement upon a termination for cause so long as the State:

- (1) Procures a substantially similar product or Service under the same terms and conditions as provided in the Agreement;
- (2) Procures such product or Service for the same term as the term applicable to the product or Service being replaced; and
- (3) Otherwise takes all reasonable steps to mitigate the amount of costs incurred.
- **23.** *Warranties*. CenturyLink warrants that it will provide the Services in accordance with the Scope of Work. CenturyLink makes no other warranties, express or implied.

- 25. Officials, Agents and Employees of Client Not Personally Liable. It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no fulltime or part-time agent or employee of Administration shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.
- 26. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.
- 27. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 28. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable, in whole or in part or for any reason, the remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Agreement, and the deletion of such portion of this Agreement will not substantially impair the respective benefits or expectations of the parties to this Agreement.
- Sovereign immunity. Nothing in this Agreement shall be construed as a waiver of the Client's or State's sovereign immunity, which immunity is hereby expressly reserved.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature set forth below.

STATE OF IDAHO	Centurylink
Department of Administration	•
By Shullu	By Jacob Darfer
Its MREGOR	Its Manager 640 Feb Management
Date: 2.27.15	Date:

#### EXHIBIT A

### SCOPE OF WORK

Contractor will provide broadband network services to Idaho state agencies, in accordance with the requirements outlined below, to the state agencies and at the levels detailed in this Agreement . Network services will support voice, video and data networks and associated connectivity for state agencies across the State of Idaho.

### 1 Contractor General Responsibilities

### Contractor will:

- 1.1 Provide a point of contact to serve as the single point of contact for all services and equipment provided under the Agreement, including any services or equipment subcontracted to another vendor.
- 1.2 Coordinate and administer the requirements of the network services and assume all responsibility for the maintenance and overall operation of any Contractor-supplied equipment and services.
- 1.3 Monitor and maintain relevant circuits and equipment related to the service on a 24/7 365 days per year basis.
- 1.4 Provide a toll free number and/or online access for agencies to initiate, monitor and escalate circuit trouble or outages 24 hours per day, seven days per week, and every day of the year. The State requires that access to trouble ticket creation be limited to contacts authorized by the State.
- 1.5 CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.
- 1.6 Provide services, installations and support for the State wide-area network of Layer III MPLS circuits including DS1's (including 2, 3 and 4 bonded DS1's), DS3's as well as ELA (Ethernet Local Access) as well as the State's redundant GE (Gigabit Ethernet) aggregation circuits for remote office access to the core ISN (Idaho State Network).

### 2 Technical Documentation and Reporting

### Contractor will:

- 2.1 Make available real-time on-line access to report, monitor and escalate trouble.
- 2.2 Make available real-time access to State circuit billing and inventory detail including being able to download circuit inventory and billing detail into PDF and Excel (CSV) formats.
- 2.3 Make available real-time views into all service components among all sites covered by this Agreement, leveraging currently available network monitoring tools (the state utilizes Orion), and extending those monitoring capabilities to the OCIO as directed. Real-time "viewing" access will allow the OCIO to ensure high standards of service support are being met.
- 2.4 Provide real-time Web access to monthly reports of all trouble ticket activity involving customer support to the OCIO.

### 3 Customer Service and Service Level Guarantees:

3.1 Contractor's network must support production applications that require a high degree of reliability; and therefore must operate with little or no service disruptions twenty-four (24) hours a day, seven (7) days a week. Contractor will respond to any outages or interruptions in service within one (1) hour of a detected or reported problem (i.e. contact the affected agency(s) and begin troubleshooting). For prolonged network outages (beyond 1 hour), Contractor will notify the Idaho OCIO office of the issue and keep the Idaho OCIO office appraised of ongoing efforts to fix the problem. A complete record of this extended network outage, troubleshooting "after action" report, will be forwarded to the Office of the OCIO office, via e-mail or other agreed upon electronic means, within 24 hours of problem resolution.

As such the contractor shall provide a toll free number and/or online access for the State to initiate, monitor and escalate circuit trouble or outages 24 hours per day, seven days per week, and every day of the year. The State requires that access to trouble ticket creation be limited to contacts authorized by the State.

The Provider shall meet or exceed the following service performance requirements for fault response and escalation:

Provider NOC response time for conditions outside of Network Performance Levels listed: ≤1-hour for response and ticket to be generated. Provider response time to be onsite to diagnose and repair in case of circuit outage: ≤4 hours. Escalation to head of operations: ≤6 hours. Escalation to VP of Operations for Provider's company with

availability to join conference calls and assist with resolution: ≤8 hours.

- 3.2 Contractor will provide the necessary staff for the installation, support and maintenance of its network responsibilities and necessary staff to assist the State in its maintenance of critical network services; including skilled engineers proficient in the areas of core routing and switching, security, voice, video, and Multi-Protocol Label Switching (MPLS)
- 3.3 Contractor will provide customer sales, engineering and billing support through customer service representative(s) available by phone and/or email at a minimum 8-5 Monday through Friday.
- 3.4 At a minimum, circuit availability must be 99.95% or greater as measured over the term of the Agreement.
- 3.5 Contractor will notify OCIO at least three (3) business days in advance when planned network maintenance activities run the risk of interrupting or diminishing service to any state agency. Contractor will work with the affected state agencies to find an alternate date or time for the maintenance if the proposed time(s) would be particularly harmful to the state's business.

The State will:

Provide overall management through the OCIO, on behalf of the state agencies served under the Agreement.

Review and approve all project plans and deliverables prior to Contractor providing service.

Provide state-specific technical information to Contractor necessary for Contractor to perform under this Agreement.

Establish a regular meeting with Contractor's team, as agreed to by the parties.

Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the Agreement.

### **COST**

Costs will consist of all port, local loop, contractors network equipment, hardware (non-CPE), software or licenses and will be part of and included in the itemized transport circuit costs exclusive of any appropriate and applicable taxes and regulatory fees. Other costs may include non-recurring one-time costs to install, move, or extend circuit past the facility demarcation access point. Non-recurring installation, move or circuit extension costs should be fixed whenever possible and regardless should be presented to the State for review, approval and acceptance.

### EXHIBIT B SERVICE EXHIBITS

# B-1 Domestic CenturyLink IQ® Networking Service Exhibit

- 1. General. CenturyLink QCC will provide Domestic CenturyLink IQ<sup>®</sup> Networking Service ("Service") under the terms of the Agreement and this Service Exhibit.
  - 2. Service.
- **2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity. Service includes ports ("Ports"), features, and network management capabilities. The rate of data transmission and features vary based on the type of Port ordered. Service does not include local access or customer premises equipment ("CPE"), which may be separately purchased from CenturyLink.
  - **2.2 Ports.** CenturyLink offers Service in a variety of speeds and in the following three Port types:
  - (a) Internet Port. Internet Ports provide public Internet connectivity.
- **(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.
- (c) Enhanced Port. Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.
- 2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature for all Ports. The feature, available as Select Management or Comprehensive Management, provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port with CenturyLink's prior approval. The NMS management types are set forth in more detail below:
- (a) Select Management. Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink. Select Management also includes complete fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at https://controlcenter.centurylink.com. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

- (b) Comprehensive Management. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.
- (c) Monitor and Notification. Monitor and Notification is an optional NMS feature that can be used for Customer owned devices that do not support SNMP and are not connected to any CenturyLink IQ Networking Ports. CenturyLink will monitor the Customer devices 24x7x365 for up/down status and notify Customer of faults. Customer is responsible for any trouble shooting and repair of Customer owned devices. This feature does not include any of the Select Management or Comprehensive Management features.
- (d) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

### (e) Customer Responsibilities.

- (i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.
- (ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.
- (iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer

closed user group to manage the devices within Customer's network.

- (iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.
- 2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included with Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal.
- **2.5 Multicast.** Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.
- **2.6 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.
- **2.7 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.
- 2.8 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.
- (a) Exclusions. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available

with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

- 2.9 Backbone Prioritization. Backbone Prioritization is an optional feature available with individual domestic Private Ports. When this feature is configured on a Private Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports without the feature or Internet Ports. If Customer desires Backbone Prioritization for traffic between two or more Private Ports, the feature must be ordered for each Private Port. The benefit from Backbone Prioritization is realized during periods of high network congestion. Backbone Prioritization may not be available at all locations or with Multicast in certain circumstances.
- 3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.
- 4. Charges. Customer must pay all applicable MRCs and NRCs set forth in the attached pricing attachment or offer attachment. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). For clarity, for Services already in use by the Customer on the date the Agreement is executed, the Start of Service Date will still start on the date that the Service was first provisioned and ready for use but will precede the execution date of the Agreement. Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. The net rate MRCs set forth in the pricing attachment or offer attachment will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End to End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. In addition, the State of Idaho may cancel upon ten (10) days prior written notice pursuant to a notice of non-appropriation under section 8.3 of the Agreement.

### 4.1 Pricing Methodologies.

- (a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.
- **(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2

Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

### 5. Term; Cancellation.

- 5.1 Term. The term of an individual Port (and NMS feature, if applicable) began on the Start of Service Date for that Port and continues for 12 months ("Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated NMS) will have its own Start of Service Date. Upon expiration of a Service Term, Service (and associated NMS) will remain in effect on a month-to month basis until canceled by either party with 30 days' notice. In addition, the State of Idaho may cancel upon ten (10) days prior written notice pursuant to a notice of non-appropriation under section 8.3 of the Agreement.
- 5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port or NMS is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term (or Upgrade Service Term), if any, plus (b) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

### 5.3 Waiver of Cancellation Charges.

- (a) Upgrades. CenturyLink will waive the Cancellation Charges if Customer: (i) upgrades the Port to a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology. All upgraded Ports must have a Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit.
- **(b)** Migration to Other CenturyLink Services. CenturyLink will waive the Cancellation Charges if Customer migrates the Port to new Analog VoIP Service or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.
- 6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.
- 7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

- **8. AUP.** To the extent permitted by applicable law, all use of the Services must comply with the AUP located at http://www.centurylink.com/legal/, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.
- 9. SLA. Service is subject to the CenturyLink IQ Networking service level agreement ("SLA"), and the NMS feature is subject to the NMS SLA each located at http://www.centurylink.com/legal/, which are subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. If the Customer claims remedies under Section 24 of the Agreement, the remedies available in the SLA will not also apply to the same deficiency, interruption or failure.

### 10. Definitions.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by the State, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"End User" means the State's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

### B-2 LOCAL ACCESS SERVICE EXHIBIT

1. General. CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

### 2. Service Description and Availability.

- 2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.
- **2.2** Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.
- (a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.
- Ethernet Local Access ("ELA"). ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-thanstandard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IO Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernetsupported facilities from the local access provider.

- **2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.
- **2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means Leased Access.
- (a) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.
- **2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.
- 3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit. "Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.
- 4. Charges. Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.
- 4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a

particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

- (a) Expedite. A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)
- **(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.
- (c) Construction. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.
- (d) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.
- (e) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

### 5. Term; Cancellation.

- 5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). The Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew on a month to month bases (a "Renewal Service Term.
- 5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

- (b) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by the State under this Agreement and in accordance with Idaho Code §67-5735, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.
- (c) Moves. When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.
- (d) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:
  - (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
  - (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.
- **6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer.
  - 7. **Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"Service Address" means the business building where Customer receives the Service.

"Start Service Date" for each circuit is the date Customer circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

### **EXHIBIT C**

### **COST SCHEDULE**

#### Local Access

- 1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.
- 2. Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the correct NPA/NXX or CLLI or Service Address. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a specific local access provider or route may be subject to different pricing.

Agency	CircuitID	Access Type	Mo. Charge	Service Address	Service City
ADMINISTRATION, DEPT OF (AGGREGATION CKT)	ETH1000- 15255815	CLPA – ELA Native – Single COS Low	\$3,124.00	450 W STATE ST	BOISE
ADMINISTRATION, DEPT OF (AGGREGATION CKT)	ETH1000- 15434988	CLPA – ELA Native – Single COS Low	\$3,124.00	700 S STRATFORD DR	MERIDIAN
BUILDING SAFETY	DS1NT- 15483816.01	CLPA – Special Access	\$104.80	2055 GARRETT WAY	POCATELLO
BUILDING SAFETY	DS1NT- 15483816.02	CLPA – Special Access	\$104.80	2055 GARRETT WAY	POCATELLO
BUILDING SAFETY	DS1NT- 16349318.01	CLPA – Special Access	\$235.00	1250 W IRONWOOD DR	COEUR D ALENE
BUILDING SAFETY	DS1NT- 16349318.02	CLPA – Special Access	\$235.00	1250 W IRONWOOD DR	COEUR D ALENE
CORRECTIONS	DS1NT- 16241658.01	CLPA – Special Access	\$104.80	1451 FORE RD	POCATELLO
CORRECTIONS	DS1NT- 16241658.02	CLPA – Special Access	\$104.80	1451 FORE RD	POCATELLO

CORRECTIONS	DS1NT- 16241658.03	CLPA – Special Access	\$104.80	1451 FORE RD	POCATELLO
CORRECTIONS	DS1NT- 16599464.01	CLPA – Special Access	\$235.00	381 HOSPITAL DR	OROFINO
CORRECTIONS	DS1NT- 16599464.02	CLPA – Special Access	\$235.00	381 HOSPITAL DR	OROFINO
CORRECTIONS	DS1NT- 16652263.01	CLPA – Special Access	\$112.00	2048 E 17TH ST	IDAHO FALLS
CORRECTIONS	DS1NT- 16652263.02	CLPA – Special Access	\$112.00	2048 E 17TH ST	IDAHO FALLS
CORRECTIONS	DS1NT- 17189321.01	CLPA – Special Access	\$150.00	731 SHOUP AVE W	TWIN FALLS
CORRECTIONS	DS1NT- 17189321.02	CLPA – Special Access	\$150.00	731 SHOUP AVE W	TWIN FALLS
CORRECTIONS	DS1NT- 17260799.01	CLPA – Special Access	\$235.00	202 E ANTON AVE	COEUR D ALENE
CORRECTIONS	DS1NT- 17260799.02	CLPA – Special Access	\$235.00	202 E ANTON AVE	COEUR D ALENE
CORRECTIONS	DS1NT- 17260801.01	CLPA – Special Access	\$104.80	1135 YELLOWSTONE AVE	POCATELLO
CORRECTIONS	DS1NT- 17260801.02	CLPA – Special Access	\$104.80	1135 YELLOWSTONE AVE	POCATELLO
CORRECTIONS	DS1NT- 17260803.01	CLPA – Special Access	\$105.80	236 RADAR RD	COTTONWOOD
CORRECTIONS	DS1NT- 17260803.02	CLPA – Special Access	\$105.80	236 RADAR RD	COTTONWOOD
CORRECTIONS	DS1NT- 17260806.01	CLPA – Special Access	\$433.00	125 N 8TH W	SAINT ANTHONY
CORRECTIONS	DS1NT- 17260806.02	CLPA – Special Access	\$433.60	125 N 8TH W	SAINT ANTHONY
DEQ	DS1IT-15432264	CLPA – Special Access	\$235.00	1005 MCKINLEY AVE	KELLOGG
DEQ	DS3-15534425	CLPA – Special Access	\$2,000.00	2110 IRONWOOD PKWY	COEUR D ALENE
DEQ	ETH100- 16294489	CLPA – ELA Native – Single COS Low	\$700.00	444 HOSPITAL WAY	POCATELLO
DEQ	ETH100- 16297515	CLPA – ELA Native – Single COS Low	\$700.00	900 N SKYLINE DR	IDAHO FALLS
DEQ	ETH100- 16690698	CLPA – ELA Native – Single COS Low	\$700.00	650 ADDISON AVE W	TWIN FALLS
FISH & GAME	DS1NT-	CLPA – Special	\$105.60	3316 16TH ST	LEWISTON

	15430066.01	Access			
FISH & GAME	DS1NT- 15430066.02	CLPA – Special Access	\$105.60	3316 16TH ST	LEWISTON
FISH & GAME	DS1NT- 15430069.01	CLPA – Special Access	\$104.80	1345 BARTON RD	POCATELLO
FISH & GAME	DS1NT- 15430069.02	CLPA – Special Access	\$104.80	1345 BARTON RD	POCATELLO
FISH & GAME	DS1NT- 15430100.01	CLPA – Special Access	\$235.00	2885 W KATHLEEN AVE	COEUR D ALENE
FISH & GAME	DS1NT- 15430100.02	CLPA – Special Access	\$235.00	2885 W KATHLEEN AVE	COEUR D ALENE
FISH & GAME	DS1NT- 15430102.01	CLPA – Special Access	\$1,133.00	555 E DEINHARD LN	MCCALL
FISH & GAME	DS1NT- 15430102.02	CLPA – Special Access	\$1,133.00	555 E DEINHARD LN	MCCALL
FISH & GAME	DS1NT- 15430106.01	CLPA – Special Access	\$375.00	99 HWY 93 N	SALMON
FISH & GAME	DS1NT- 15430106.02	CLPA – Special Access	\$375.00	99 HWY 93 N	SALMON
FISH & GAME	DS1NT- 15430108.01	CLPA – Special Access	\$112.00	4279 COMMERCE CIR	IDAHO FALLS
FISH & GAME	DS1NT- 15430108.02	CLPA – Special Access	\$112.00	4279 COMMERCE CIR	IDAHO FALLS
FISH & GAME	DS1NT- 15430111.01	CLPA – Special Access	\$104.80	324 S 417 E	JEROME
FISH & GAME	DS1NT- 15430111.02	CLPA – Special Access	\$104.80	324 S 417 E	JEROME
HEALTH WELFARE	DS1IT-15425621	CLPA – Special Access	\$104.80	223 N STATE ST	PRESTON
HEALTH WELFARE	DS1IT-15426212	CLPA – Special Access	\$104.80	111 BEVER GRADE RD	LAPWAI
HEALTH WELFARE	DS1IT-15426213	CLPA – Special Access	\$235.00	427 12TH ST	PLUMMER
HEALTH WELFARE	DS1IT-15426324	CLPA – Special Access	\$235.00	2005 N IRONWOOD PKWY	COEUR D ALENE
HEALTH WELFARE	DS1IT-15426373	CLPA – Special Access	\$285.00	111 LILLIAN ST	SALMON
HEALTH WELFARE	DS1IT-15539751	CLPA – Special Access	\$460.00	132 E IDAHO AVE	HOMEDALE
HEALTH WELFARE	DS1IT-16302452	CLPA – Special Access	\$235.00	1182 W KYLER AVE	HAYDEN
HEALTH WELFARE	DS1IT-17360222	CLPA – Special Access	\$104.80	FORT HALL @ AHN 9100	POCATELLO

HEALTH WELFARE	DS1NT- 15425926.01	CLPA – Special Access	\$104.80	2241 OVERLAND AVE	BURLEY
HEALTH WELFARE	DS1NT- 15425926.02	CLPA – Special Access	\$104.80	2241 OVERLAND AVE	BURLEY
HEALTH WELFARE	DS1NT- 15425938.01	CLPA – Special Access	\$104.80	2420 AMERICAN LEGION BLVD	MOUNTAIN HOME
HEALTH WELFARE	DS1NT- 15425938.02	CLPA – Special Access	\$104.80	2420 AMERICAN LEGION BLVD	MOUNTAIN HOME
HEALTH WELFARE	DS1NT- 15425940.01	CLPA – Special Access	\$104.80	333 WALKER DR	REXBURG
HEALTH WELFARE	DS1NT- 15425940.02	CLPA – Special Access	\$104.80	333 WALKER DR	REXBURG
HEALTH WELFARE	DS1NT- 15426473.01	CLPA – Special Access	\$104.80	421 MEMORIAL DR	POCATELLO
HEALTH WELFARE	DS1NT- 15426473.02	CLPA – Special Access	\$104.80	421 MEMORIAL DR	POCATELLO
HEALTH WELFARE	DS1NT- 15426473.03	CLPA – Special Access	\$104.80	421 MEMORIAL DR	POCATELLO
HEALTH WELFARE	DS1NT- 15426476.01	CLPA – Special Access	\$104.80	515 N 16TH ST	PAYETTE
HEALTH WELFARE	DS1NT- 15426476.02	CLPA – Special Access	\$104.80	515 N 16TH ST	PAYETTE
HEALTH WELFARE	DS1NT- 15426476.03	CLPA – Special Access	\$104.80	515 N 16TH ST	PAYETTE
HEALTH WELFARE	DS1NT- 15426479.01	CLPA – Special Access	\$104.80	823 HARRISON ST	TWIN FALLS
HEALTH WELFARE	DS1NT- 15426479.02	CLPA – Special Access	\$104.80	823 HARRISON ST	TWIN FALLS
HEALTH WELFARE	DS1NT- 15426479.03	CLPA – Special Access	\$104.80	823 HARRISON ST	TWIN FALLS
HEALTH WELFARE	DS1NT- 15941628.01	CLPA – Special Access	\$235.00	1350 TROY RD	MOSCOW
HEALTH WELFARE	DS1NT- 15941628.02	CLPA – Special Access	\$235.00	1350 TROY RD	MOSCOW
HEALTH WELFARE	DS1NT- 15941801.01	CLPA – Special Access	\$105.60	2604 16TH AVE	LEWISTON
HEALTH WELFARE	DS1NT- 15941801.02	CLPA – Special Access	\$105.60	2604 16TH AVE	LEWISTON
HEALTH WELFARE	DS1NT- 15942123.01	CLPA – Special Access	\$105.60	216 S C ST	GRANGEVILLE
HEALTH WELFARE	DS1NT- 15942123.02	CLPA – Special Access	\$105.60	216 S C ST	GRANGEVILLE
HEALTH WELFARE	DS1NT-	CLPA – Special	\$235.00	207 LARKSPUR	PONDERAY

	15942319.01	Access		ST	
HEALTH WELFARE	DS1NT- 15942319.02	CLPA – Special Access	\$235.00	207 LARKSPUR ST	PONDERAY
HEALTH WELFARE	DS1NT- 15942346.01	CLPA – Special Access	\$235.00	2195 IRONWOOD CT	COEUR D ALENE
HEALTH WELFARE	DS1NT- 15942346.02	CLPA – Special Access	\$235.00	2195 IRONWOOD CT	COEUR D ALENE
HEALTH WELFARE	DS1NT- 16285753.01	CLPA – Special Access	\$235.00	35 WILDCAT WAY	KELLOGG
HEALTH WELFARE	DS1NT- 16285753.02	CLPA – Special Access	\$235.00	35 WILDCAT WAY	KELLOGG
HEALTH WELFARE	DS3IT-15369711	CLPA – Special Access	\$1,122.00	1118 F ST	LEWISTON
HEALTH WELFARE	DS3IT-15414308	CLPA – Special Access	\$2,000.00	300 HOSPITAL DR	OROFINO
HEALTH WELFARE	DS3IT-15414309	CLPA – Special Access	\$1,122.00	700 E ALICE ST	BLACKFOOT
HEALTH WELFARE	DS3IT-15414311	CLPA – Special Access	\$2,000.00	1120 W IRONWOOD DR	COEUR D ALENE
HEALTH WELFARE	ETH100- 16352599	CLPA – ELA Native – Single COS Low	\$900.00	601 POLE LINE RD	TWIN FALLS
HEALTH WELFARE	ETH100- 16354304	CLPA – ELA Native – Single COS Low	\$900.00	150 SHOUP AVE	IDAHO FALLS
HEALTH WELFARE	ETH100- 16354721	CLPA – ELA Native – Single COS Low	\$900.00	1090 HILINE RD	POCATELLO
IDAHO INDUSTRIAL COMMISSION	DS1IT-15448635	CLPA – Special Access	\$104.80	1411 FALLS AVE E	TWIN FALLS
IDAHO INDUSTRIAL COMMISSION	DS1IT-15452219	CLPA – Special Access	\$104.80	1070 HILINE RD	POCATELLO
IDAHO INDUSTRIAL COMMISSION	DS1IT-15452221	CLPA – Special Access	\$112.00	1820 E 17TH ST	IDAHO FALLS
IDAHO INDUSTRIAL COMMISSION	DS1IT-15473577	CLPA – Special Access	\$235.00	1111 W IRONWOOD DR	COEUR D ALENE
JUDICIAL BRANCH SRBA	DS1NT- 16429735.01	CLPA – Special Access	\$104.88	253 3RD AVE N	TWIN FALLS

JUDICIAL BRANCH SRBA	DS1NT- 16429735.02	CLPA – Special Access	\$104.88	253 3RD AVE N	TWIN FALLS
JUVENILE CORRECTIONS	DS1IT-15361085	CLPA – Special Access	\$105.60	1113 F ST	LEWISTON
JUVENILE CORRECTIONS	DS1IT-15368276	CLPA – Special Access	\$235.00	451 N GOVERNMENT WAY	COEUR D ALENE
JUVENILE CORRECTIONS	DS1IT-15368283	CLPA – Special Access	\$235.00	4002 SAMUELSON RD	SANDPOINT
JUVENILE CORRECTIONS IDJC	DS1IT-15482841	CLPA – Special Access	\$235.00	1250 W IRONWOOD DR	COEUR D ALENE
JUVENILE CORRECTIONS IDJC	DS1IT-15482842	CLPA – Special Access	\$104.80	2469 WRIGHT AVE	TWIN FALLS
JUVENILE CORRECTIONS IDJC	DS1IT-15482843	CLPA – Special Access	\$104.80	1070 HILINE RD	POCATELLO
JUVENILE CORRECTIONS IDJC	DS1IT-15482844	CLPA – Special Access	\$104.80	137 S 5TH AVE	POCATELLO
JUVENILE CORRECTIONS IDJC	DS1IT-15484648	CLPA – Special Access	\$104.80	2469 WRIGHT AVE	TWIN FALLS
JUVENILE CORRECTIONS IDJC	DS1IT-16104465	CLPA – Special Access	\$99.90	1115 ALBANY ST	CALDWELL
JUVENILE CORRECTIONS IDJC	DS1NT- 16241670.01	CLPA – Special Access	\$433.60	2220 E 600 N	SAINT ANTHONY
JUVENILE CORRECTIONS IDJC	DS1NT- 16241670.02	CLPA – Special Access	\$433.60	2220 E 600 N	SAINT ANTHONY
JUVENILE CORRECTIONS IDJC	DS1NT- 16241670.03	CLPA – Special Access	\$433.60	2220 E 600 N	SAINT ANTHONY
JUVENILE CORRECTIONS IDJC	DS1NT- 16241670.04	CLPA – Special Access	\$433.60	2220 E 600 N	SAINT ANTHONY
JUVENILE CORRECTIONS IDJC	DS1NT- 16241675.01	CLPA – Special Access	\$105.60	140 SOUTHPORT AVE	LEWISTON

JUVENILE CORRECTIONS IDJC	DS1NT- 16241675.02	CLPA – Special Access	\$105.60	140 SOUTHPORT AVE	LEWISTON
JUVENILE CORRECTIONS IDJC	DS1NT- 16241675.03	CLPA – Special Access	\$105.60	140 SOUTHPORT AVE	LEWISTON
JUVENILE CORRECTIONS IDJC	DS1NT- 16241675.04	CLPA – Special Access	\$105.60	140 SOUTHPORT AVE	LEWISTON
LABOR	DS1NT- 15304671.01	CLPA – Special Access	\$235.00	613 RIDLEY VILLAGE RD	SANDPOINT
LABOR	DS1NT- 15304671.02	CLPA – Special Access	\$235.00	613 RIDLEY VILLAGE RD	SANDPOINT
LABOR	DS1NT- 15304671.03	CLPA – Special Access	\$235.00	613 RIDLEY VILLAGE RD	SANDPOINT
LABOR	DS1NT- 16212030.01	CLPA – Special Access	\$375.00	1301 MAIN ST	SALMON
LABOR	DS1NT- 16212030.02	CLPA – Special Access	\$375.00	1301 MAIN ST	SALMON
LABOR	DS1NT- 16212043.01	CLPA – Special Access	\$104.80	95 E HOOPER AVE	SODA SPRINGS
LABOR	DS1NT- 16212043.02	CLPA – Special Access	\$104.80	95 E HOOPER AVE	SODA SPRINGS
LABOR	DS1NT- 16212113.01	CLPA – Special Access	\$104.80	288 HIGHWAY 16	EMMETT
LABOR	DS1NT- 16212113.02	CLPA – Special Access	\$104.80	288 HIGHWAY 16	EMMETT
LABOR	DS1NT- 16212113.03	CLPA – Special Access	\$104.80	288 HIGHWAY 16	EMMETT
LABOR	DS1NT- 16212807.01	CLPA – Special Access	\$104.80	733 N MAIN ST	BELLEVUE
LABOR	DS1NT- 16212807.02	CLPA – Special Access	\$104.80	733 N MAIN ST	BELLEVUE
LABOR	DS1NT- 16212810.01	CLPA – Special Access	\$104.80	1150 AMERICAN LEGION BLVD	MOUNTAIN HOME
LABOR	DS1NT- 16212810.02	CLPA – Special Access	\$104.80	1150 AMERICAN LEGION BLVD	MOUNTAIN HOME
LABOR	DS1NT- 16212810.03	CLPA – Special Access	\$104.80	1150 AMERICAN LEGION BLVD	MOUNTAIN HOME
LABOR	DS1NT- 16214614.01	CLPA – Special Access	\$235.00	6541 MAIN ST	BONNERS FERRY
LABOR	DS1NT-	CLPA – Special	\$235.00	6541 MAIN ST	BONNERS

	16214614.02	Access			FERRY
LABOR	DS1NT- 16214641.01	CLPA – Special Access	\$235.00	1350 TROY RD	Moscow
LABOR	DS1NT- 16214641.02	CLPA – Special Access	\$235.00	1350 TROY RD	MOSCOW
LABOR	DS1NT- 16214641.03	CLPA – Special Access	\$235.00	1350 TROY RD	MOSCOW
LABOR	DS1NT- 16214644.01	CLPA – Special Access	\$235.00	105 N 8TH ST	SAINT MARIES
LABOR	DS1NT- 16214644.02	CLPA – Special Access	\$235.00	105 N 8TH ST	SAINT MARIES
LABOR	DS1NT- 16214644.03	CLPA – Special Access	\$235.00	105 N 8TH ST	SAINT MARIES
LABOR	DS1NT- 16671418.01	CLPA – Special Access	\$235.00	410 JOHNSON AVE	OROFINO
LABOR	DS1NT- 16671418.02	CLPA – Special Access	\$235.00	410 JOHNSON AVE	OROFINO
LABOR	DS3IT-15543041	CLPA – Special Access	\$2,500.00	600 N THORNTON ST	POST FALLS
LABOR	ETH100- 17141886	CLPA – ELA Native – Single COS Low	\$450.00	305 N STATE ST	GRANGEVILLE
LABOR - BLACKFOOT	ETH100- 17084590	CLPA – ELA Native – Single COS Low	\$450.00	155 N MAPLE ST	BLACKFOOT
LABOR - BURLEY	ETH100- 17084589	CLPA – ELA Native – Single COS Low	\$450.00	127 W 5TH N	BURLEY
LABOR - IDAHO FALLS	ETH100- 17084557	CLPA – ELA Native – Single COS Low	\$800.00	1515 E LINCOLN RD	IDAHO FALLS
LABOR - LEWISTON	ETH100- 17084671	CLPA – ELA Native – Single COS Low	\$800.00	1158 IDAHO ST	LEWISTON
LABOR - PAYETTE	ETH100- 17093376	CLPA – ELA Native – Single COS Low	\$700.00	501 N 16TH ST	PAYETTE
LABOR - POCATELLO	ETH100- 17084670	CLPA – ELA Native – Single COS Low	\$800.00	430 N 5TH AVE	POCATELLO
LABOR - REXBURG	ETH100- 17084596	CLPA – ELA Native – Single COS Low	\$450.00	1133 STOCKS AVE	REXBURG
LABOR - TWIN FALLS	ETH100- 17084570	CLPA – ELA Native – Single COS Low	\$700.00	420 FALLS AVE	TWIN FALLS

LIQUOR DISPENSARY	DS1IT-15497123	CLPA – Special Access	\$105.60	913 MAIN ST	LEWISTON
LIQUOR DISPENSARY	DS1IT-15497125	CLPA – Special Access	\$105.60	1022 BRYDEN AVE	LEWISTON
LIQUOR DISPENSARY	DS1IT-15973658	CLPA – Special Access	\$104.08	310 N MERIDIAN ST	BLACKFOOT
LIQUOR DISPENSARY	DS1IT-16301709	CLPA – Special Access	\$1,133.00	616 N 3RD ST	MCCALL
LIQUOR DISPENSARY	DS1IT-16301710	CLPA – Special Access	\$375.00	115 CLARK ST	SALMON
LIQUOR DISPENSARY	DS1IT-16301897	CLPA – Special Access	\$643.00	314 ONEIDA ST	RUPERT
LIQUOR DISPENSARY	DS1IT-16340337	CLPA – Special Access	\$235.00	872 TROY RD	Moscow
LIQUOR DISPENSARY	DS1IT-16340346	CLPA – Special Access	\$235.00	904 W PULLMAN RD	Moscow
LIQUOR DISPENSARY	DS1IT-16340372	CLPA – Special Access	\$235.00	501 MAIN AVE	ST MARIES
LIQUOR DISPENSARY	DS1IT-16340375	CLPA – Special Access	\$235.00	235 MAIN ST	OROFINO
LIQUOR DISPENSARY	DS1IT-16343275	CLPA – Special Access	\$235.00	1214 E ALBENI HWY	PRIEST RIVER
LIQUOR DISPENSARY	DS1IT-16343317	CLPA – Special Access	\$235.00	6759 MAIN ST	BONNERS FERRY
LIQUOR DISPENSARY	DS1IT-16343437	CLPA – Special Access	\$235.00	2611 N GOVERNMENT WAY	COEUR D ALENE
LIQUOR DISPENSARY	DS1IT-16343438	CLPA – Special Access	\$235.00	1607 NORTHWEST BLVD	COEUR D ALENE
LIQUOR DISPENSARY	DS1IT-16343439	CLPA – Special Access	\$235.00	403 N FOURTH AVE	SANDPOINT
LIQUOR DISPENSARY	DS1IT-16343443	CLPA – Special Access	\$235.00	675 KOOTENAI CUT OFF RD	PONDERAY
LIQUOR DISPENSARY	DS1IT-16343444	CLPA – Special Access	\$235.00	3276 W PRAIRIE AVE	COEUR D ALENE
LIQUOR DISPENSARY	DS1IT-16343606	CLPA – Special Access	\$235.00	920 N HIGHWAY 41	POST FALLS
LIQUOR DISPENSARY	DS1IT-16343629	CLPA – Special Access	\$235.00	1201 E SHERMAN AVE	COEUR D ALENE
LIQUOR DISPENSARY	DS1IT-16343630	CLPA – Special Access	\$235.00	9170 N HESS ST	HAYDEN

LIQUOR DISPENSARY	DS1IT-16343632	CLPA – Special Access	\$235.00	202 E SELTICE WAY	POST FALLS
LIQUOR DISPENSARY	DS1IT-16343636	CLPA – Special Access	\$235.00	201 W CAMERON AVE	KELLOGG
LIQUOR DISPENSARY	DS1IT-16356620	CLPA – Special Access	\$535.00	14227 W HIGHWAY 53	RATHDRUM
LIQUOR DISPENSARY	DS1IT-16377090	CLPA – Special Access	\$235.00	7209 W SELTICE WAY	POST FALLS
LIQUOR DISPENSARY	DS1IT-16395180	CLPA – Special Access	\$104.80	271 N WASHINGTON AVE	KETCHUM
LIQUOR DISPENSARY	DS1IT-16395181	CLPA – Special Access	\$104.80	207 S MAIN ST	HAILEY
LIQUOR DISPENSARY	DS1IT-16585165	CLPA – Special Access	\$104.80	1239 POLE LINE RD E	TWIN FALLS
LIQUOR DISPENSARY	DS1IT-16585311	CLPA – Special Access	\$104.80	726 E SHERMAN ST	POCATELLO
LIQUOR DISPENSARY	DS1IT-16585474	CLPA – Special Access	\$104.80	1319 BENCH RD	POCATELLO
LIQUOR DISPENSARY	DS1IT-16585476	CLPA – Special Access	\$104.80	240 S MAIN ST	POCATELLO
LIQUOR DISPENSARY	DS1IT-16585477	CLPA – Special Access	\$104.80	4820 YELLOWSTONE AVE	СНИВВИСК
LIQUOR DISPENSARY	DS1IT-16585479	CLPA – Special Access	\$112.00	2641 S 25TH E	AMMON
LIQUOR DISPENSARY	DS1IT-16585481	CLPA – Special Access	\$112.00	1717 W BROADWAY ST	IDAHO FALLS
LIQUOR DISPENSARY	DS1IT-16585483	CLPA – Special Access	\$104.80	2041 KIMBERLY RD	TWIN FALLS
LIQUOR DISPENSARY	DS1IT-16585489	CLPA – Special Access	\$104.80	160 BLUE LAKES BLVD N	TWIN FALLS
LIQUOR DISPENSARY	DS1IT-16585492	CLPA – Special Access	\$104.80	1104 S LINCOLN AVE	JEROME
LIQUOR DISPENSARY	DS1IT-16585495	CLPA – Special Access	\$104.80	701 OVERLAND AVE	BURLEY
LIQUOR DISPENSARY	DS1IT-16585497	CLPA – Special Access	\$112.00	190 1ST ST	IDAHO FALLS
LIQUOR DISPENSARY	DS1IT-16585619	CLPA – Special Access	\$112.00	2105 NIAGARA ST	IDAHO FALLS

LIQUOR DISPENSARY	DS1IT-16773469	CLPA – Special Access	\$104.80	275 E 4TH N	MOUNTAIN HOME
LIQUOR DISPENSARY	DS1IT-16773470	CLPA – Special Access	\$104.80	385 S 16TH ST	PAYETTE
LIQUOR DISPENSARY	DS1IT-16773471	CLPA – Special Access	\$104.80	504 STATE ST	WEISER
PARKS & RECREATION	DS1IT-15432278	CLPA – Special Access	\$235.00	2885 W KATHLEEN AVE	COEUR D ALENE
PARKS & RECREATION	DS1IT-15910604	CLPA – Special Access	\$112.00	4279 COMMERCE CIR	IDAHO FALLS
PERSI	DS1NT- 16236760.01	CLPA – Special Access	\$235.00	2005 IRONWOOD PKWY	COEUR D ALENE
PERSI	DS1NT- 16236760.02	CLPA – Special Access	\$235.00	2005 IRONWOOD PKWY	COEUR D ALENE
PERSI	ETH100- 17153050	CLPA – ELA Native – Single COS Low	\$700.00	1246 YELLOWSTONE AVE	POCATELLO
PUBLIC HEALTH DISTRICT 1	DS1IT-15311602	CLPA – Special Access	\$235.00	7402 CARIBOU ST	BONNERS FERRY
PUBLIC HEALTH DISTRICT 1	DS1IT-15311603	CLPA – Special Access	\$235.00	114 W RIVERSIDE AVE	KELLOGG
PUBLIC HEALTH DISTRICT 1	DS1IT-15311605	CLPA – Special Access	\$235.00	137 N 8TH ST	SAINT MARIES
PUBLIC HEALTH DISTRICT 1	DS1NT- 15312870.01	CLPA – Special Access	\$235.00	8500 N ATLAS RD	HAYDEN
PUBLIC HEALTH DISTRICT 1	DS1NT- 15312870.02	CLPA – Special Access	\$235.00	8500 N ATLAS RD	HAYDEN
PUBLIC HEALTH DISTRICT 1	DS1NT- 15312874.01	CLPA – Special Access	\$235.00	1020 MICHIGAN ST	SANDPOINT
PUBLIC HEALTH DISTRICT 1	DS1NT- 15312874.02	CLPA – Special Access	\$235.00	1020 MICHIGAN ST	SANDPOINT
PUBLIC HEALTH DISTRICT 2	DS1IT-15288117	CLPA – Special Access	\$154.29	132 N HILL ST	КАМІАН
PUBLIC HEALTH DISTRICT 2	DS1IT-15291147	CLPA – Special Access	\$105.60	903 W MAIN ST	GRANGEVILLE
PUBLIC HEALTH DISTRICT 2	DS1IT-16230992	CLPA – Special Access	\$235.00	105 115TH ST	OROFINO
PUBLIC HEALTH DISTRICT 2	DS1IT-16230997	CLPA – Special Access	\$235.00	333 E PALOUSE RIVER DR	MOSCOW

PUBLIC HEALTH DISTRICT 2	DS1NT- 15581977.01	CLPA – Special Access	\$105.60	215 10TH ST	LEWISTON
PUBLIC HEALTH DISTRICT 2	DS1NT- 15581977.02	CLPA – Special Access	\$105.60	215 10TH ST	LEWISTON
PUBLIC HEALTH DISTRICT 3	DS1IT-15310139	CLPA – Special Access	\$104.80	1155 3RD AVE N	PAYETTE
PUBLIC HEALTH DISTRICT 3	DS1IT-15310140	CLPA – Special Access	\$104.80	1008 E LOCUST ST	EMMETT
PUBLIC HEALTH DISTRICT 3	DS1IT-15310141	CLPA – Special Access	\$104.80	46 W COURT ST	WEISER
PUBLIC HEALTH DISTRICT 3	DS1IT-15310142	CLPA – Special Access	\$99.90	22730 FARMWAY RD	CALDWELL
PUBLIC HEALTH DISTRICT 5	DS1IT-15689080	CLPA – Special Access	\$104.80	2311 PARK AVE	BURLEY
PUBLIC HEALTH DISTRICT 5	DS1IT-15689081	CLPA – Special Access	\$104.80	117 ASH ST	BELLEVUE
PUBLIC HEALTH DISTRICT 5	DS1IT-15689271	CLPA – Special Access	\$104.80	951 E AVENUE H	JEROME
PUBLIC HEALTH DISTRICT 5	DS1IT-15689273	CLPA – Special Access	\$104.80	255 N CANYON DR	GOODING
PUBLIC HEALTH DISTRICT 5	DS1IT-15689300	CLPA – Special Access	\$643.20	1224 8TH ST	RUPERT
PUBLIC HEALTH DISTRICT 5	DS1NT- 16278311.01	CLPA – Special Access	\$104.80	1020 WASHINGTON ST N	TWIN FALLS
PUBLIC HEALTH DISTRICT 5	DS1NT- 16278311.02	CLPA – Special Access	\$104.80	1020 WASHINGTON ST N	TWIN FALLS
PUBLIC HEALTH DISTRICT 7	DS1IT-15645839	CLPA – Special Access	\$104.80	380 COMMUNITY LN	RIGBY
PUBLIC HEALTH DISTRICT 7	DS1IT-15645843	CLPA – Special Access	\$375.00	801 MONROE ST	SALMON
PUBLIC HEALTH DISTRICT 7	DS1IT-15645858	CLPA – Special Access	\$104.80	314 N 3RD E	REXBURG
PUBLIC HEALTH DISTRICT 7	DS1IT-15645863	CLPA – Special Access	\$433.60	45 S 2ND W	SAINT ANTHONY
PUBLIC HEALTH DISTRICT 7	DS1NT- 15645855.01	CLPA – Special Access	\$112.00	1250 HOLLIPARK DR	IDAHO FALLS
PUBLIC HEALTH DISTRICT 7	DS1NT- 15645855.02	CLPA – Special Access	\$112.00	1250 HOLLIPARK DR	IDAHO FALLS
PUBLIC HEALTH DISTRICT 7	DS1NT- 15645855.03	CLPA – Special Access	\$112.00	1250 HOLLIPARK DR	IDAHO FALLS

TAX COMMISSION	DS1NT- 16782894.01	CLPA – Special Access	\$235.00	1910 NORTHWEST BLVD	COEUR D ALENE
TAX COMMISSION	DS1NT- 16782894.02	CLPA – Special Access	\$235.00	1910 NORTHWEST BLVD	COEUR D ALENE
TAX COMMISSION	DS1NT- 16782894.03	CLPA – Special Access	\$235.00	1910 NORTHWEST BLVD	COEUR D ALENE
TAX COMMISSION	DS1NT- 16847738.01	CLPA – Special Access	\$104.80	440 FALLS AVE	TWIN FALLS
TAX COMMISSION	DS1NT- 16847738.02	CLPA – Special Access	\$104.80	440 FALLS AVE	TWIN FALLS
TAX COMMISSION	DS1NT- 16847738.03	CLPA – Special Access	\$104.80	440 FALLS AVE	TWIN FALLS
TAX COMMISSION	DS1NT- 16848667.01	CLPA – Special Access	\$112.00	150 SHOUP AVE	IDAHO FALLS
TAX COMMISSION	DS1NT- 16848667.02	CLPA – Special Access	\$112.00	150 SHOUP AVE	IDAHO FALLS
TAX COMMISSION	DS1NT- 16848667.03	CLPA – Special Access	\$112.00	150 SHOUP AVE	IDAHO FALLS
TAX COMMISSION	DS1NT- 16853251.01	CLPA – Special Access	\$104.80	611 WILSON AVE	POCATELLO
TAX COMMISSION	DS1NT- 16853251.02	CLPA – Special Access	\$104.80	611 WILSON AVE	POCATELLO
TAX COMMISSION	DS1NT- 16853251.03	CLPA – Special Access	\$104.80	611 WILSON AVE	POCATELLO
VETERANS SERVICES	DS1IT-16558186	CLPA – Special Access	\$235.00	120 E RAILROAD AVE	POST FALLS
VOCATIONAL REHABILITATION	DS1IT-15426867	CLPA – Special Access	\$104.80	421 MEMORIAL DR	POCATELLO
VOCATIONAL REHABILITATION	DS1IT-15440402	CLPA – Special Access	\$104.80	490 N MAPLE ST	BLACKFOOT
VOCATIONAL REHABILITATION	DS1IT-15440403	CLPA – Special Access	\$104.80	30 S STATE ST	PRESTON
VOCATIONAL REHABILITATION	DS1IT-15513558	CLPA – Special Access	\$104.80	1600 PARK AVE	BURLEY
VOCATIONAL REHABILITATION	DS1IT-15513559	CLPA – Special Access	\$104.80	155 W MAIN ST	REXBURG
VOCATIONAL REHABILITATION	DS1IT-15540609	CLPA – Special Access	\$235.00	410 JOHNSON AVE	OROFINO
VOCATIONAL REHABILITATION	DS1IT-15540646	CLPA – Special Access	\$235.00	317 W 6TH ST	MOSCOW
VOCATIONAL REHABILITATION	DS1IT-17187326	CLPA – Special Access	\$104.80	202 E ANTON AVE	COEUR D ALENE

VOCATIONAL REHABILITATION	DS1IT-17187630	CLPA – Special Access	\$104.80	370 N MERIDIAN ST	BLACKFOOT
VOCATIONAL REHABILITATION	DS1IT-17195443	CLPA – Special Access	\$104.80	731 SHOUP AVE W	TWIN FALLS
VOCATIONAL REHABILITATION	DS1NT- 15368390.01	CLPA – Special Access	\$235.00	2025 W PARK PL	COEUR D ALENE
VOCATIONAL REHABILITATION	DS1NT- 15368390.02	CLPA – Special Access	\$235.00	2025 W PARK PL	COEUR D ALENE
VOCATIONAL REHABILITATION	DS1NT- 15427864.01	CLPA – Special Access	\$104.80	1070 HILINE RD	POCATELLO
VOCATIONAL REHABILITATION	DS1NT- 15427864.02	CLPA – Special Access	\$104.80	1070 HILINE RD	POCATELLO
VOCATIONAL REHABILITATION	DS1NT- 15427972.01	CLPA – Special Access	\$112.00	1825 HOOPES AVE	IDAHO FALLS
VOCATIONAL REHABILITATION	DS1NT- 15427972.02	CLPA – Special Access	\$112.00	1825 HOOPES AVE	IDAHO FALLS
VOCATIONAL REHABILITATION	DS1NT- 15428135.01	CLPA – Special Access	\$104.80	650 ADDISON AVE W	TWIN FALLS
VOCATIONAL REHABILITATION	DS1NT- 15428135.02	CLPA – Special Access	\$104.80	650 ADDISON AVE W	TWIN FALLS
WATER RESOURCES	DS1NT- 15308759.01	CLPA – Special Access	\$104.80	650 ADDISON AVE W	TWIN FALLS
WATER RESOURCES	DS1NT- 15308759.02	CLPA – Special Access	\$104.80	650 ADDISON AVE W	TWIN FALLS
WATER RESOURCES	DS1NT- 15308761.01	CLPA – Special Access	\$112.00	900 N SKYLINE DR	IDAHO FALLS
WATER RESOURCES	DS1NT- 15308761.02	CLPA – Special Access	\$112.00	900 N SKYLINE DR	IDAHO FALLS
WATER RESOURCES	DS1NT- 16173117.01	CLPA – Special Access	\$235.00	7600 N MINERAL DR	COEUR D ALENE
WATER RESOURCES	DS1NT- 16173117.02	CLPA – Special Access	\$235.00	7600 N MINERAL DR	COEUR D ALENE

3. Leased and On-Net CenturyLink Provided Access Install NRC Discount – Current and Future. CenturyLink Provided Access Install NRC(s) specified above or on a valid quote form during the Term will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

#### PRICING ATTACHMENT

### 1. Pricing.

### 1.1 Network Management Service MRCs.

# (a) NMS for devices associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device*	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

<sup>\*</sup>CenturyLink will provide Select Management with domestic CenturyLink IQ Networking Service unless Customer elects to opt out.

## (b) NMS for devices not associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notify	\$35.00 per device	N/A

### 1.2 CenturyLink IQ Networking Features.

### (a) Secure IP Gateway.

Description	NRC
Secure IP Gateway Activation Fee	\$200.00 per each Enhanced Port

#### (b) VPN Extensions.

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec	\$50.00 per IPsec
VIIVEXICISIONS	tunnel	tunnel

#### (c) Backbone Prioritization. Backbone prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC		
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.		

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

#### (a) Flat Rate Pricing.

Flat Rate Private Port	Install NRC	Net Rate MRC
DS1	\$500.00	\$210.00
2 x DS1 (3 Mbps)	\$1,000.00	\$420.00
3 x DS1 (4.5 Mbps)	\$1,000.00	\$630.00
4 x DS1 (6 Mbps)	\$1,000.00	\$840.00
Ethernet	\$1,000.00	\$1,300.00

### (b) Tiered Pricing.

Tiered DS3 Private Port	Install NRC	Net Rate MRC
12 Mbps	\$2,000.00	\$1,401.00
15 Mbps	\$2,000.00	\$1,548.00
21 Mbps	\$2,000.00	\$1,783.00
33 Mbps	\$2,000.00	\$2,047.00

Tiered Ethernet 10 Mbps Private Port	Install NRC	Net Rate MRC
5 Mbps	\$1,000.00	\$720.00

Tiered Fast Ethernet 100 Mbps Private Port	Install NRC	Net Rate MRC
10 Mbps	\$1,500.00	\$1,300.00
20 Mbps	\$1,500.00	\$1,750.00
100 Mbps	\$1,500.00	\$1,980.00

Tiered Gigabit Ethernet (1000 Mbps) Private Port	Install NRC	Net Rate MRC
100 Mbps	\$4,000.00	\$1,980.00
700 Mbps	\$4,000.00	\$11,500.00

- (c) Precise Burstable Pricing.
- (d) Data Transfer Pricing.
- 1.4 NRC Discounts.
- (a) NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Ports. The Ports must remain installed for at least 12 months.