(N)

24. Pricing Flexibility Contract Offerings (Cont'd)

24.25 Contract No. 14-001

DESCRIPTION:	Existing DS1 and DS3 Services
CONTRACT AVAILABILITY:	Effective from November 1, 2014 through December 1, 2014
CONTRACT EXPIRATION DATE:	36 Months
AVAILABLE MSAs:	MSAs identified in Section 24.1 preceding.

This contract tariff offers a Revenue Discount Simplification Plan for the Telephone Company's DS1 and DS3 Services, as set forth in Sections 7 and 17 preceding, and which requires concurrent subscription to the CenturyLink Operating Companies' Tariff F.C.C. No. 11, Contract No. 14-011. Eligibility for these discounts requires the customer to meet or exceed the initial term revenue commitment of $276,187,111.00 in Contributory Charges as set forth below. (x) (x)

TERMS AND CONDITIONS REQUIRED:

- The customer must meet or exceed an Initial Term Revenue Commitment of $276,187,111.00. The Revenue Discount Simplification Plan is measured by totaling the net Contributory Charges for Contributory Services purchased during the Initial 36-month term.

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

- Contributory Charges are the customer's undisputed monthly recurring charges for Contributory Services incurred during the term and paid within 30 days after the date of the last invoice..

- Customers must currently subscribe to the Term Discount Plan (TDP), the Revenue Volume Discount Plan (RVDP) or the CenturyLink Operating Companies Tariff F.C.C. No. 9 Price Flex Contract No. 09-001 in order to be eligible to enroll in the Revenue Discount Simplification Plan. The Revenue Discount Simplification Plan will supersede these discount plans without applying Termination Liability, ordering charges and/or service order charges. (N)

(x) Issued under authority of Special Permission No. 14-016 of the Federal Communications Commission.

24. Pricing Flexibility Contract Offerings (Cont'd) (N)

24.25 Contract No. 14-001 (Cont'd)

TERMS AND CONDITIONS REQUIRED: (Cont'd)

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

- The Company will calculate the customer's Contributory Charges that count towards the Revenue Discount simplification Plan Credit within 30 calendar days following the end of a Measurement Period. The customer's first Measurement Period will begin on the first full calendar month after the implementation date, and each subsequent Measurement Period will be a calendar month. The customer's total Contributory Charges included on invoices with bill dates that occur within a Measurement Period will be included on a Contributory Charges Report and may include various bill dates during the calendar month.

- Prior to the first discount Plan credit being issued, the customer's first month of Contributory Charges must be equal to or less than 50% of the 4th Tier, set forth below. If the customer's Contributory Charges are greater than 50% of the 4th Tier, then the Tiers will be adjusted so the charges are positioned at 50% of the 4th Tier.

- For each Measurement Period, the customer will receive a credit pursuant to the following Discount Tier Table. The applicable percentage will be applied to Month-to-Month Rates.

DISCOUNT TIERS

RANGE	MIN SPEND	MAX SPEND	MTM CREDIT
1	-	$9,999,999	0.0%
2	$10,000,000	$13,699,999	13.3%
3	$13,700,000	$17,699,999	15.3%
4	$17,700,000	$21,699,999	17.3%
5	$21,700,000	$25,699,999	22.3%
6	$25,700,000	+	25.3%

(N)

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24. Pricing Flexibility Contract Offerings (Cont'd) (N)

24.25 Contract No. 14-001 (Cont'd)

AGREEMENT TERM AND TERMINATION

- The Company will calculate the customer's Contributory Charges that count toward the discount plan credit within 30 days following the end of a Measurement Period, beginning with December 1, 2014. Each Measurement Period will include:
  - Contributory Charges for services on invoices with bill dates starting with the 25th of the prior month up through the 24th of the current month.
  - The customer's total Contributory Charges included on invoices with bill dates that occur within a Measurement Period will be included on a report with circuit level detail.
- If this Revenue Discount Simplification Plan is terminated prior to the customer meeting the $276,187,111.00 Revenue Commitment, then the customer will pay early termination charges equal to the Revenue Commitment less any net Contributory Charges paid for Contributory Services between the implementation date and 30 days after the date of the last invoice for Contributory Services.
- When the customer's net Contributory Charges for Contributory Services reaches $276,187,111.00 or greater before the end of the Initial Term, the customer may terminate the Revenue Discount Simplification Plan without incurring early termination liability charges.
- The customer may elect to extend the Revenue Discount Simplification Plan for an additional 12 month renewal period by providing written notification at least 60 days prior to the end of the Initial term. The Renewal Revenue Commitment for the Renewal Term will be reset at $92,062,370.00.
- If the Renewal Term is terminated at any time during the 12 months, the customer will pay early termination charges equal to the Revenue Commitment less any new contributory Charges paid for contributory Services between the implementation data and 30 days after the date of the last invoice for Contributory Services. (N)

(x) Issued under authority of Special Permission No. 14-016 of the Federal Communications Commission.