



TORRY R. SOMERS

February 12, 2014

Gary Widerburg
Commission Administrator
Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84111

Re: Extension Amendment to the CenturyLink Local Service Platform (CLSP)
Commercial Agreement

Dear Mr. Widerburg:

CenturyLink is in the process of extending all of its current CenturyLink Local Service Platform (CLSP) Commercial Agreement because they expire December 31, 2013. Attached is the Extension Amendment to the CLSP Agreement, along with a list of the CLEC providers who have signed the Extension Amendment.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Torry Somers".

Torry R. Somers
Associate General Counsel

Attachments
CMB:cmb

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**EXTENSION AMENDMENT TO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

This amendment (“Amendment”), by and between **Qwest Corporation dba CenturyLink QC (“CenturyLink”)**, a Colorado corporation, and _____ (“CLEC”), amends the CenturyLink™ Local Services Platform (“CLSP™”) Agreement (formerly known as “Qwest Local Services Platform™ (“QLSP™”) Agreement”) between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform (“QLSP™”) Agreement (now referred to as a CenturyLink™ Local Services Platform (“CLSP™”) Agreement), (the “Agreement”); and

WHEREAS, the terms “CenturyLink” and “CLSP” in this Amendment shall be used in place of, and interchangeably with, the terms “Qwest” and “QLSP”, respectively, in the Agreement; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Section 2 of the Agreement will be replaced in its entirety as follows:

2. Effective Date. This Amendment shall be deemed effective on January 1, 2014.

Section 3 of the Agreement will be replaced in its entirety as follows:

3. Term. The term of this Agreement begins on the Effective Date and continues through December 31, 2016. Upon expiration, this Agreement will continue on a month-to-month basis until it is terminated by either Party, with at least ninety (90) Days prior written notice, pursuant to Section 22 of the Agreement, or replaced by a successor agreement.

Attachment 2 - Service Description - of the Agreement is hereby amended as follows:

1. Section 1 of Attachment 2 will have the following added:

1.6.7 Should CenturyLink cease offering a service to its End User Customers that is also available under this Agreement, upon thirty (30) Days prior written notice to CLEC, CenturyLink will also cease offering the service to CLEC.

2. Section 3.2.4 of Attachment 2 is replaced with the following:

3.2.4 115% YOY Volume Growth Plan: If the number of CLEC’s total CLSP lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC’s total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than one thousand (1,000) CLSP lines, CLEC will qualify for a 30% discount off the Business Port MRCs and a 6% discount off the Residential Port MRCs applicable during the next calendar year.

3. Section 7 of Attachment 2 will have the following changes:

7.0 **Commercial Performance and Service Credits.**

7.2 Removed in its entirety.

7.3 Removed in its entirety.

4. Section 8 of Attachment 2 will have the following added:

8.1.1 Upon a decision from the Washington Utilities and Transportation Commission that CenturyLink is no longer required to offer the Washington Performance Assurance Plan, CenturyLink will transition to the Commercial Performance and Service Credits Plan of Section 7.0.

The CenturyLink CLSP Rate Sheets are amended per the attached rate sheet(s).

1. Section 109.23.2.1.1 of each CLSP rate Sheet will reflect a rate reduction from \$50.00 to \$25.00.

2. Section 109.11.2 of the CLSP Rate Page will be removed in its entirety – for Minnesota only.

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Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter of the Agreement, as amended, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of the Agreement, as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Qwest Corporation dba CenturyLink QC:	CLEC:
By: _____	By: _____
Name: <u>L. T. Christensen</u>	Name: _____
Title: <u>Director – Wholesale Contracts</u>	Title: _____
Date: _____	Date: _____

**CenturyLink™ Local Services Platform (CLSP™) Rate Page - AZ, CO, IA, ID, MT, ND, NE, NM, OR, SD, UT, WA, WY
January 1, 2014 through Term**

					USOC	Recurring	Non-Recurring	Notes
	109.23.2	Installation Nonrecurring Charges						
		109.23.2.1	CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential					
		109.23.2.1.1	First Line (Mechanized)		NHCRA		\$25.00	

Providers who have executed the Extension Amendment
to the CenturyLink Local Services Platform (“CLSP”) Agreement

Access Point / Qwest

ACN / Qwest

AT&T Corp. / Qwest

Broadband Dynamic / Qwest

Bullseye / Qwest

dishNET / Qwest

EnTelegent / Qwest

Eschelon / Qwest

FirstDigital Telecom / Qwest

Global Connection Inc. of America / Qwest

Global Crossing Local Services, Inc. / Qwest

Impact Telecom/ Qwest

Integra / Qwest

InTTec / Qwest

Matrix, Inc. / Qwest

Matrix - Excel fka Comtel / Qwest

Matrix - VarTec fka Comtel / Qwest

McLeod / Qwest

Metropolitan / Qwest

MCImetro Access / Qwest

OrbitCom / Qwest

Preferred Long Distance / Qwest

QuantumShift - VCom/ Qwest

Spectrotel / Qwest

Teleport Communications / Qwest

Trans National Communications International Inc. / Qwest

Veracity / Qwest

Wholesale Carrier Services/ Qwest

YipTel / Qwest