

**CENTURYLINK® TOTAL ADVANTAGE® EXPRESS AGREEMENT
VP CHECKBOOK CREDIT PROVISIONS**

This VP Checkbook Credit Offer ("VPC Credit Offer") supplements the applicable Bundle Provisions, Package Provisions, and Service Provisions. All capitalized terms used in these VP Checkbook provisions ("VPC Provisions") that are not defined herein are defined elsewhere in the Agreement. For CenturyLink Hosted VoIP, CenturyLink Managed Office or CenturyLink Managed Office Essentials Service, this offer is only valid through the Cutoff Date. However, CenturyLink may, in its sole discretion, accept orders and quotes beyond that date, and any such orders and quotes will be subject to the terms of this offer.

(a) Definitions. The following definitions are added to the Agreement:

"Bundle Provisions" means either the Data Bundle, Fiber + Enterprise Data Bundle, or Fiber + Internet Bundle Service-specific terms at the URL(s) identified on the Summary Page.

"Credit Period" means the period during which Customer will receive credits, and will begin approximately sixty calendar days following the Start of Service Date of each new Eligible Service, Eligible Bundle or Eligible Package, and continue for the period shown in the Credit Table. Credits may appear in month three or month four following the Start of Service Date, depending on customer's bill cycle.

"CCE IA Package" means the Core Connect® Enterprise Integrated Access Package.

"CCE SIP Trunk IAD Package" means the Core Connect® Enterprise SIP Trunk IAD Package.

"CCE Data Only Package" means the Core Connect® Enterprise Data Only Package.

"Eligible Bundle" means a new Data Bundle, Managed Data Bundle, Fiber + Enterprise Data Bundle, or Fiber + Internet Bundle installed at In-Region Customer locations. Data Bundles or Managed Data Bundles with speeds of 50 Mbps or less qualify as Eligible Bundles. All Fiber + Enterprise Data Bundles and Fiber + Internet Bundles qualify as Eligible Bundles so long as they meet the eligibility requirements in the applicable Bundle Provisions and these VPC Provisions.

"Eligible Package" means a new CCE IA Package, CCE SIP Trunk IAD Package, CCE Data Only Package, Fiber + Enterprise IA Package, Fiber + Enterprise SIP with IAD Package, or Fiber + Internet and IA Package installed at In-Region Customer locations. A package must use the Adtran 924e IAD to qualify as an Eligible Package.

"Eligible Service" means new ISDN PRS, a la carte CenturyLink Hosted VoIP, a la carte CenturyLink Managed Office, or a la carte CenturyLink Managed Office Essentials Service installed at In-Region Customer locations. Hosted VoIP bundles are not eligible for this offer. Additionally, Managed Office and Managed Office Essentials bundles that include Port and Local Access in the Seat MRC are not eligible for this offer.

"In-Region" means the areas within the following states where CenturyLink's affiliate Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") is the incumbent local exchange carrier: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

"Order Period" means the period of time when Customer must place orders for Eligible Service, Eligible Bundles, Eligible Packages, and any Additional Lines or Additional Sessions associated with Eligible Bundles or Eligible Packages, which is within the first 30 days after the Agreement Effective Date (if Customer is signing a new Agreement) or Amendment Effective Date (if Customer is signing an Amendment to an existing Agreement).

"Package Provisions" means either the CCE IA Package, CCE SIP Trunk IAD Package, CCE Data Only Package, Fiber + Enterprise IA Package, Fiber + Enterprise SIP with IAD Package, or Fiber + Internet and IA Package Service-specific terms at the URL(s) identified on the Summary Page.

"Service Provisions" means either the ISDN PRS, CenturyLink Hosted VoIP, CenturyLink Managed Office, or CenturyLink Managed Office Essentials Service-specific terms, or for Eligible Packages and Eligible Bundles the Domestic CenturyLink IQ Networking, Rental CPE and Local Access Service-specific terms, plus (1) for CCE IA Packages, Fiber + Enterprise IA Packages, and Fiber + Internet and IA Packages, the Analog or Digital VoIP Service-specific terms, and (2) for CCE SIP Trunk IAD Packages and Fiber + Enterprise SIP with IAD Packages, the SIP Trunk Service-specific terms at the DT&C URL identified on the Summary Page.

(b) Scope. The purpose of these VPC Provisions is to provide a credit against the MRCs during the Credit Period for Eligible Service, Eligible Bundles and Eligible Packages and any Additional Lines or Additional Sessions purchased for Eligible Bundles or Eligible Packages. Orders for Eligible Service, Eligible Bundles or Eligible Packages, Additional Lines and Additional Sessions to which this offer applies must be placed within the Order Period.

(c) Credit. Customer will receive the credit(s) identified in the VP Checkbook Credit Table on the Summary Page or if applicable, in a CenturyLink-approved valid quote, during the Credit Period. Customer locations receiving credit(s) must be located In-Region, and must meet any other eligibility requirements set out in these VPC Provisions and the applicable Bundle or Package Provisions during the entire Service Term. All Eligible Service, Eligible Bundles and Eligible Packages receiving credits must be listed in the Credit Table, and must be ordered within the Order Period.

(d) Contributory Charges. Net rate MRCs for Eligible Bundles and Eligible Packages, less any Local Access MRCs, and after application of all discounts and credits will contribute to the Revenue Commitment under the Agreement. Contributory Charges will be reduced by the Credit Amount in each month of the Credit Period.

(e) Miscellaneous. All other terms not specifically set forth in these VPC Provisions, including without limitation, any other rate elements, are as stated in the Agreement, Summary Page, Bundle or Package Provisions, and Service Provisions (as applicable), and will remain in effect. The VPC Credit will be effective as of the first billing cycle following the Effective Date of the Agreement or Amendment, as applicable. If there is a conflict the following order of precedence will apply in descending order of control: These VPC Provisions, the applicable Bundle or Package Provisions, the applicable Service Provisions, and the remainder of the Agreement.