

END USER AGREEMENT

CenturyLink is pleased to provide You with telecommunications, information, directory and other services ("Service" or "Services"), as well as related equipment ("Equipment"). For purposes of this Agreement "CenturyLink", "We", "Us", or "Our" means CenturyTel of Alabama, LLC or Gulf Telephone Company, their respective subsidiaries, affiliates and any other person or entity doing business as CenturyLink and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, You ("You" or "Your") agree to accept and comply with the terms of service set out in this End User Agreement ("Agreement") and any CenturyLink price list applicable to your Service and/or Equipment. Your use of the Services and/or Equipment constitutes Your acknowledgement and agreement that You have read and understand these terms of service, and agree to them. The terms of this Agreement will apply to all Service(s) and/or Equipment You purchase from CenturyLink now, or in the future, unless such terms are superseded by tariff, or are superseded pursuant to the terms of a separate agreement or agreements. Except as set forth elsewhere in this Agreement, CenturyLink reserves the right to change the terms of this Agreement, at any time, upon notice to You. If You have any questions about these terms of service, You should speak with a CenturyLink representative.

1 **Our Obligations.** We will provide the Service(s) and/or Equipment that You have requested from CenturyLink, at Your requested service address, pursuant to the terms of this Agreement.

2 **Your Obligations.** You will (i) provide all information, access, and support required for timely installation and proper use of Our Services and Equipment; (ii) assure that Your use of the Services and Equipment is at all times consistent with the use intended, is not utilized in any unlawful manner, and is used in such a manner as to prevent damage to Our network, Equipment, and/or other customers; and (iii) make full and timely payments as provided for in Section 4 below.

3 **Term.** The term of this agreement shall begin on the date on which Your Service or Equipment is activated. The Agreement will continue in full force and effect until You are no longer receiving Services and/or Equipment, provided that the provisions of paragraphs 4 through 11 below (along with the definitions contained elsewhere in this Agreement) shall survive this Agreement in regard to any Services and/or Equipment provided by Us during the term.

4 **Payment and Billing.** You agree to pay to CenturyLink all invoiced charges (plus applicable taxes and regulatory charges regardless of whether they are required to be collected from the user) on the terms and within the time periods indicated on the billing invoice, or as provided for in this Agreement. Charges will begin to accrue at the time Services and/or Equipment have been activated and are due within thirty (30) days of the invoice date. If any amount due is received after the payment due date or in funds not immediately available on or before the payment due date, CenturyLink will assess a late payment charge, which may be a flat amount, a fixed percentage on the total, unpaid amount of your invoice, or a combination of both, up to the maximum amount allowed by law. If Your check or other like instrument is dishonored by the depository institution on which it is drawn, We will also charge You a bad check charge not to exceed the maximum amount allowed by law. If You dispute the validity of a charge or need additional information regarding a charge, You must contact Us within forty-five (45) days of receiving the statement containing the charge. You acknowledge and agree that We shall neither review for correction nor be liable for any invoiced charge unless You notify Us of Your dispute within that forty-five (45) day period. Such a dispute will not result in an automatic refund or credit of the disputed amount, and it will not relieve You of Your obligation to pay Your full bill on time. Should You file a timely dispute, We will review the dispute, and provide You with a credit or refund, should We find the dispute to be valid. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they may be applied first to the oldest outstanding charges. If You send Us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of Our rights to collect all amounts owed by You under this Agreement. We may change Our rates and terms at any time by giving You notice thereof at least thirty (30) days prior to the effective date of the change. Continuing to subscribe to, use, or pay for the Services and/or Equipment after any change(s) in the prices, charges, terms or conditions are effective, means that You agree to the changes. Your sole remedy for any change made by CenturyLink pursuant to this Section is the right to terminate this Agreement on or before the effective date of any such change.

5 **Equipment.** Unless You and We specifically agree otherwise, Equipment installed by CenturyLink is Our property, and We have the right to access, maintain, remove, replace or take any other action in connection with the Equipment at any time for any reason.

6 **Credit Inquiries, Credit Limits and Deposits.** You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that You may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any of Our Services, then as a condition of service We may require that You place a deposit with Us, supplement that deposit, or make an advance payment to secure payment for the Services We provide to You. Your deposit and/or advance payment will not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Service billed in advance, plus the estimated usage charges for two (2) months of Service billed in arrears, such as long-distance service. You may also be required to pay a security deposit for equipment obtained from Us. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the maximum rate allowed by applicable law, which shall be added to and considered part of Your deposit or paid to You at Our option. If You fail to pay for the Services or Equipment when due, We may, without providing You notice, apply the deposit to offset the amount You owe Us and may require an additional deposit for continued service. If after service termination there is a credit balance on Your account after all amounts owed to Us have been paid, We will refund or credit that amount to You. Please allow up to four (4) weeks for the processing of a refunded deposit. Based on Your payment history or Your credit score obtained from credit reporting agencies, We may set a credit limit on Your account at any time. If You exceed Your credit limit, We may restrict Your access to the Services and/or Equipment We provide, such as direct-dialed and operator-assisted long-distance services and calls requiring a 900 or 976 prefix. In the case of telephone service, this restriction on Your access to the Services will not affect Your access to or use of 911 emergency services.

7. **Disclaimer of Warranties; Limitation of Liability.** SERVICES AND EQUIPMENT DESCRIBED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, CENTURYLINK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR EQUIPMENT HEREIN REFERENCED. YOU AGREE THAT CENTURYLINK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, EVEN IF CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. CENTURYLINK'S LIABILITY FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES OR EQUIPMENT (INCLUDING, WITHOUT LIMITATION, UNAUTHORIZED OR ERRONEOUS INCLUSION OR EXCLUSION OF LISTING OR DIRECTORY INFORMATION IN A DIRECTORY DATABASE, AND/OR THE PUBLISHING OR FAILURE TO PUBLISH, AS APPLICABLE, SUCH INFORMATION) SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE CHARGES CENTURYLINK WOULD INVOICE TO YOU FOR AFFECTED SERVICES OR EQUIPMENT DURING THE PERIOD IN WHICH THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS.

8. **Indemnification.** You agree to defend, indemnify, and hold harmless CenturyLink and its parent, subsidiaries, affiliates, officers, directors, employees, and agents from and against any and all liabilities, losses, demands, suits, judgments, causes of action, claims, costs, and expenses (including attorneys' fees) caused by, arising from, or in any manner related to Your breach of this Agreement, or Your acts or omissions in general.

9. **Termination.** We may terminate this Agreement, and/or the Services and/or Equipment provided under this Agreement, without notice

if We reasonably determine that You have breached any provision of this Agreement, or if We have any other good cause, including Our decision to elect to cease providing the Services and/or Equipment. If You have agreed to a fixed service term and We terminate this Agreement due to Your breach of this Agreement, or if You terminate this Agreement without cause, You will be required to pay early termination charges equal to the recurring charges for the terminated Service(s) and/or Equipment multiplied by the number of months remaining in the Agreement.

10. Dispute Resolution.

(a) IT IS IMPORTANT THAT YOU READ THIS SECTION 10 CAREFULLY. IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY, OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE AAA'S TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES, FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

(b) THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A COPY OF THE AAA'S ARBITRATION RULES IS AVAILABLE BY WRITING TO CENTURYLINK AT: 100 CENTURYLINK DRIVE, MONROE, LA, 71203, ATTN.: LEGAL DEPARTMENT.

(c) DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND CENTURYLINK WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR CENTURYLINK BILL, OR WRITE TO US AT THE ABOVE ADDRESS OR CONTACT US THROUGH THE WEB AT CENTURYLINK.COM, SELECTING "CONTACT US", THEN, AS APPLICABLE, SELECTING "RESIDENTIAL", "BUSINESS" OR "BILLING", AND THEN "COMPLAINTS". IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TEL 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

(d) THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR A DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, CENTURYLINK WILL PAY ALL OF THE AAA'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, CENTURYLINK WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

(e) ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A PRO BONO ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW AND THE TERMS OF THIS AGREEMENT THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED BY CENTURYLINK. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU. IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

(f) Where the Alabama Public Service Commission or another regulatory agency has exclusive complaint jurisdiction, the aforementioned arbitration provisions shall not apply, provided, however, that the provisions of Section 10(c) relating to time limitations, joinder of claims and damages shall, along with the remaining provisions of this Agreement, be applied to the full extent allowed under law.

(g) THIS SECTION 10 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE CENTURYLINK.

11. Miscellaneous. (a) This Agreement is governed by and construed in accordance with the laws of the State of Alabama and subject to the arbitration and dispute resolution requirements of Section 10. You consent to the jurisdiction and venue of the Federal District Court for the Middle District of Alabama and the Circuit Court of Montgomery, Alabama, with respect to any dispute arising under this Agreement. Any final arbitration award or judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. (b) CenturyLink will be excused from performance hereunder for any period, to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other cause beyond CenturyLink's control. (c) Should any part of this Agreement for any reason be declared invalid by order of any court or regulatory agency, such order shall not affect the validity of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. (d) For purposes of calculating usage-sensitive charges, the duration of each telephone call shall be rounded up to the nearest minute for residential customers, and to the nearest six second increment (with a thirty second minimum) for business customers. (e) This Agreement constitutes the entire agreement of the parties with respect to the Services and/or Equipment referred to in the preamble, above, and cannot be amended or modified except in a writing signed by the parties.