

STATE OF OREGON
AMENDMENT NO. 12 TO
PRICE AGREEMENT NO. 7558

This Amendment No. 12 (this "Amendment") to Price Agreement No. 7558 effective July 1, 2007, as amended from time to time (the "Agreement") by and between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") for the benefit of State Agencies and other Authorized Purchasers and Qwest Corporation doing business as CenturyLink QC ("QC") and Qwest Communications Company, LLC, doing business as Century Link QCC ("QCC") (collectively "CenturyLink" or "Contractor"). This Amendment is effective on the date that it is fully executed and approved as required by law (the "Effective Date").

I Recitals

The parties desire to renew and extend the Agreement, amend Section B.4, and amend the rate schedule for the Frame Relay Services under Lot A.

II Amendment

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

1. **Section B.4** of the Agreement is amended to include the following new provision:

B.4.1 Minimum Annual Commitment ("MAC") for Extension Term – There will not be any Minimum Annual Commitment for Frame Relay Services for the extension of this Agreement.
2. **Extension Term of Price Agreement** – The Extension Term of the Price Agreement is four (4) years beginning September 1, 2013 and terminating on June 30, 2017, unless otherwise terminated or extended pursuant to the terms of the Agreement.
3. **Exhibit I, Services and Pricing.** The parties agree that the rates for Frame Relay Services as set forth in Exhibit 1 will increase on April 1, 2013 as follows:

Frame Relay Service Description	Total MRR with SOEN Year-2 Rates (Frozen)	New MRR	NRR
56 Kbps (CTL Territory)	\$109.50	\$93.00	\$417.71
1.544 Mbps circuit with 1 PVC (CTL Territory)	\$362.45	\$333.00	\$616.74
1.544 Mbps Home Circuits with 3 PVC's (CTL Territory)	\$732.31	\$702.86	\$866.67
1.544 Mbps Home Circuits with 24 PVC's (CTL Territory)	\$1,267.84	\$1,238.39	\$1,705.80
1.544 Mbps Home Circuits with 100 PVC's (CTL Territory)	\$1,209.80	\$1,180.35	\$2,189.05
Fault Tolerant 1.544 Mbps UNI + 0 PVC	\$225.27	\$225.17	\$616.74
1.544 Mbps with 0 PVC for Fault Tolerant PVCs (Bend)	\$157.15	\$157.15	\$616.74
56 Kbps (Frontier)	\$109.50	\$145.64	\$417.71
1.544 Mbps (Frontier)	\$362.45	\$482.06	\$616.74
56 Kbps (All other ILEC)	\$109.50	\$603.00	\$417.71
1.544 Mbps (All other ILEC)	\$362.45	\$1,405.00	\$616.74

Special Notes:

CenturyLink has priced Frontier FRS in this amendment for Frontier FRS circuits that are currently in place for Authorized Purchasers. CenturyLink does not have a wholesale agreement in place with Frontier, and currently is on a month-to-month arrangement with Frontier. CenturyLink will use commercially reasonable efforts to negotiate a new or amended wholesale agreement with Frontier, and CenturyLink will attempt to address a minimum notice period of 120 days if Frontier elects to terminate any FRS in Oregon in the agreement.

FRS, either CenturyLink, Frontier or other ILECs, are subject to the Oregon Public Utility Commission (OPUC) rules and regulations. If the OPUC imposes rules or regulations that impact the ability to provide FRS for CenturyLink, CenturyLink will use commercially reasonable efforts to provide a minimum of 120 days notice prior to terminating any FRS to an Authorized Purchaser. For any other carriers (Frontier or otherwise) whose FRS are impacted by OPUC actions, CenturyLink will use commercially reasonable efforts to work with the OPUC to require the other carriers to provide a minimum termination notice of 120 days.

In all instances, except for the obligations to use commercially reasonable efforts set forth above, CenturyLink will not be responsible if FRS are terminated on less than 120 days notice.

Inter-LATA Connections	NEW MRR
DS1 - Spokane to Portland	\$1,041.00
DS1 - Spokane to Portland	\$1,041.00
DS3 - Eugene to Salem	\$5,340.00
DS3 - Eugene to Salem	\$5,340.00
DS1 - Boise to Pendleton	\$838.02
DS1 - Boise to Pendleton	\$838.02
DS1 - Boise to Pendleton	\$838.02

III General Provisions

1. Terms that are capitalized but not otherwise defined herein have the same meaning given them in the Agreement.
2. As previously stated in Section C.10 of the Agreement, CenturyLink shall comply with the provisions of ORS 279B.220, 279B.225, 279B.235, and 279B.270, which are hereby incorporated by reference.
3. Except as expressly amended herein, all other terms and conditions of the Agreement are still in full force and effect. CenturyLink certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment No.12 and with the same effect as when made at the time of the original Agreement.

Certification: The individual signing on behalf of CenturyLink hereby certifies and swears under penalty of perjury: (a) the numbers shown on this form are CenturyLink's correct taxpayer identification numbers; (b) CenturyLink is not subject to backup withholding because (i) CenturyLink is exempt from backup withholding, (ii) CenturyLink has not been notified by the IRS that CenturyLink is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified CenturyLink that CenturyLink is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of CenturyLink, s/he has authority and knowledge regarding CenturyLink's payment of taxes, and to the best of her/his knowledge, CenturyLink is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

ACKNOWLEDGEMENT

The parties, by execution of this Amendment, hereby acknowledge that they have read this Amendment, understand it, and agree to be bound by its terms and conditions.

Approvals:

A. Contractor:

Qwest Corporation d/b/a CenturyLink QC

By: [Signature]

Date: 3/7/2013

Printed Name: STEVE SCHWARTZ

Title: Sales Mgr

Taxpayer FIN: 84-0273800

Qwest Communications Company, LLC d/b/a CenturyLink QCC

By: [Signature]

Date: 3/7/2013

Printed Name: STEVE SCHWARTZ

Title: Sales Mgr

Taxpayer FIN: 04-6141739

B. The State of Oregon, acting by and through its Department of Administrative Services,
Procurement Services

By: [Signature]

Date: 3/7/13

Printed Name: Debbie Dennis

Title: Procurement Services Manager

C. Approved pursuant to ORS 291.047

By: As per email dated 3/7/13.

Date: _____

Printed Name: Karen J. Johnson

Title: Sr Assistant Attorney General
107009, GF0111-13