

# Exhibit D

## CENTURYLINK® LINE VOLUME PLAN ACKNOWLEDGMENT FORM ("Acknowledgment")

**1. Scope; Definitions.** Los Alamos County ("Customer") hereby acknowledges they are ordering the Line Volume Plan ("CLVP") provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink"). CLVP provides discounted rates on Discount Eligible Services based on Customer's purchase of 10 to 3,000 Contributory Access Lines, as more fully described herein. CenturyLink provides CLVP in accordance with the applicable CenturyLink tariff, price list, price schedule, administrative guideline, catalog, or other rate and term schedules ("Tariff"), which is incorporated into this Acknowledgment by reference and made a part of this Acknowledgment. The Contributory Access Lines and Discount Eligible Services (collectively the "Service") described herein are provided in accordance with, and governed by the Tariff applicable to the Service. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or fulfillment of any necessary regulatory requirements. This offer may not be provided in conjunction with any other local voice volume discount plan.

"the 14 States" are Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

"Contributory Access Lines" means the aggregate number of Customer's existing and new local business exchange access lines as set forth on Exhibit 2, that will be considered for purposes of determining the applicable Line Tier as set forth in Exhibit 1, both of which are incorporated by this reference and made part of this Acknowledgment. Contributory Access Lines are (a) CenturyLink Flat Business Lines with or without CenturyLink Packages, Centrex 21 and Utility Line in CenturyLink's local service territories in the 14 States; and (b) at Customer's request, eligible lines provided by another CenturyLink affiliate incumbent local exchange carrier ("ILEC"). The terms and conditions for lines provided by any other CenturyLink affiliate ILEC are provided under a separate agreement. The Contributory Access Lines will be determined conclusively by CenturyLink records.

"Discount Effective Date" means the effective bill date of the first service order to add CLVP to Customer's account.

"Discount Eligible Services" are Flat Business Lines, Hunting associated with Flat Business Lines, CenturyLink Choice™ Business (USOC PGOQL only), Business Plus (USOC PGOQM only), Business Add-A-Line, and Business Prime in CenturyLink's local service territories in the 14 States.

"CenturyLink Packages" are CenturyLink Choice™ Business (USOC PGOQL and GOBA), Business Plus (USOC PGOQM, PGOQX and PGOQY), Business Add-A-Line, Business Prime, Two-Line Business, Business Line Plus and CustomChoice® for Business.

"Rates" means the net rates that will be derived by applying discounts to the Tariff month-to-month rates for Discount Eligible Services which will appear as a credit on each monthly bill.

**2. Term.** This Acknowledgment will expire three years from the Discount Effective Date ("Term"). If CenturyLink continues to provide Service after the Term without a further agreement, the CLVP Rates will be discontinued and Service will continue at the then applicable month-to-month rate and terms and conditions of the Tariff.

**3. Contributory Access Lines, Line Tier and Rates.** Based on 101 Contributory Access Lines, Customer will pay the Rates for Services listed on Exhibit 1 hereto for the 50-499 line tier ("Line Tier") on each monthly bill for all Discount Eligible Services purchased during the Term. The Rates will (a) not change during the Term of this Acknowledgment; (b) commence on the Discount Effective Date; (c) not be applied to more than 3000 Discount Eligible Service lines; and (d) terminate upon expiration of the Term, and Service will continue at the applicable month-to-month rate and terms of the Tariff.

**4. Changes.** Customer may move or add Service ("Change") if CenturyLink commercially offers such Change, and Customer agrees to pay all applicable charges related to such Change. Such Change will be subject to the terms and conditions of the Tariff. Rates for added Service will (a) commence on the effective bill date of the service order to add CLVP to the additional Service; (b) not be retroactive to the Discount Effective Date; and (c) terminate upon expiration of the Term. Additions to the Contributory Access Lines will not change the Rates under this Acknowledgment. The Contributory Access Lines and any Change, will be determined conclusively by CenturyLink records.

**5. Minimum Line Requirement, Annual Audit, Shortfall Charge.** Based on the Line Tier, Customer must maintain 50 Contributory Access Lines ("Minimum Line Requirement") during the Term of this Acknowledgment. At the end of each twelve-month period following the Discount Effective Date ("Annual Period"), CenturyLink will conduct an audit to determine the number of Customer's operational Contributory Access Lines ("Line Count"). If after each Annual Period Customer's Line Count fails to meet or exceed the Minimum Line Requirement, Customer will promptly pay to CenturyLink a shortfall charge equal to the difference between the Minimum Line Requirement and the Line Count multiplied by \$60 ("Shortfall Charge"). If Customer is charged a Shortfall Charge, CenturyLink may subsequently conduct quarterly audits and apply Shortfall Charges until Customer meets the Minimum Line Requirement. In no event will the number of actual Contributory Access Lines in excess of Customer's Minimum Line Requirement in a particular Annual Period be "rolled back" or "carried over" for purposes of achieving Customer's Minimum Line Requirement in a prior or subsequent Annual Period.

**6. Termination.** Customer understands that, if prior to the conclusion of the Term, Customer terminates this Acknowledgment or Service in its entirety then Customer will be liable for a termination charge equal to the Minimum Line Requirement multiplied by \$15, multiplied by the number of months remaining in the Term ("Termination Charge"). If a Termination Charge applies, such charge will be waived if at the same time this Acknowledgment is terminated, Customer enters into a new agreement for any other CenturyLink provided service and the total value of the new service agreement, excluding any nonrecurring and special construction charges, equals or exceeds the Termination Charge, which will be considered the remaining value of this Acknowledgment. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

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**7. Governing Law; Dispute Resolution.**

**7.1 Governing Law; Forum.** Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Acknowledgment, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Acknowledgment will be brought in a U. S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**7.2 Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Acknowledgment on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Acknowledgment under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

**7.3 Limitations Period.** Any claim relating to this Acknowledgment must be brought within two years after the claim arises.

**8. ARRA.** Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Acknowledgment or in an amendment to this Acknowledgment.

**9. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**10. Confidentiality.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Acknowledgment; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Acknowledgment) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (i) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (ii) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Acknowledgment by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Acknowledgment.

**11. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

**12. Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(a) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com) and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Acknowledgment may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(b) Legal Notice.** All legal notices required to be given under the Acknowledgment will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Acknowledgment or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**13. General.** Customer may not assign this Acknowledgment or any of its rights or obligations hereunder without the prior written consent of CenturyLink, which will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances. If a conflict exists among provisions within this Acknowledgment, the following order of precedence will apply in descending order of control: Tariff, this Acknowledgment, and CenturyLink records.

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This Acknowledgment constitutes the entire understanding between the parties and supersedes all prior oral or written agreements or understandings relating to this subject matter. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.  
**QWEST CORPORATION D/B/A CENTURYLINK QC** **Los Alamos County**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Customer's Address for Notice:  
Customer's facsimile number (if applicable):  
Person designated for notices:

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**EXHIBIT 1**

**MONTHLY RATES FOR DISCOUNT ELIGIBLE SERVICES**

**Customer:** Los Alamos County

**Contributory Access Lines = 101**

**Line Tier = 50-499**

**Minimum Line Requirement = 50**

**1.1 Discount Eligible Services and (USOCs)**

"1FB" = Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)

Hunting on 1FBs will be discounted 95% in Wyoming and provided at no additional charge in the remaining 14 States.

"CCB" = CenturyLink Choice™ Business (PGOQL only)

"CCB Plus" = CenturyLink Choice™ Business Plus (PGOQM only)

"CCB AAL" = CenturyLink Choice™ Business Add-A-Line (PGOQN)

"CCB Prime" = CenturyLink Choice™ Business Prime (PGOQT)

**(a) Monthly Rates**

	<b>1FB</b>	<b>CCB</b>	<b>CCB Plus</b>	<b>CCB AAL</b>	<b>CCB Prime</b>
<b>Arizona</b>	-----	-----	-----	-----	-----
<b>Colorado</b>	-----	-----	-----	-----	-----
<b>Idaho</b>	-----	-----	-----	-----	-----
<b>Iowa</b>	-----	-----	-----	-----	-----
<b>Minnesota</b>	-----	-----	-----	-----	-----
<b>Montana</b>	-----	-----	-----	-----	-----
<b>Nebraska</b>	-----	-----	-----	-----	-----
<b>New Mexico</b>	\$23.99 3 yr 50-499	\$25.99 3 yr 50-499	\$26.99 3 yr 50-499	\$23.99 3 yr 50-499	\$24.99 3 yr 50-499
<b>North Dakota</b>	-----	-----	-----	-----	-----
<b>Oregon</b>	-----	-----	-----	-----	-----
<b>South Dakota</b>	-----	-----	-----	-----	-----
<b>Utah</b>	-----	-----	-----	-----	-----
<b>Washington</b>	-----	-----	-----	-----	-----
<b>Wyoming</b>	-----	-----	-----	-----	-----

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**EXHIBIT 2**

**Customer:** Los Alamos County-NM

<b>Contributory Access Lines and (USOCs)</b>	
<b>Discount Eligible</b>	<b>Not Discount Eligible</b>
<b>**</b> Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)	Flat Business Lines (AF4, BHS, 7FB) Utility Line (AWL) Centrex 21 (RXB, EPB, R4X, XRW, XRS, RSX, R4V, R6X) Participating lines provided by any other CenturyLink company ILEC

**\*\*** Flat Business Lines with the following CenturyLink Choice™ packages will only receive the package discount as shown on Exhibit 1.  
 CenturyLink Choice™ Business (PGOQL only)  
 CenturyLink Choice™ Business Plus (PGOQM only)  
 CenturyLink Choice™ Business Add-A-Line (PGOQN)  
 CenturyLink Choice™ Business Prime (PGOQT)  
 NOTE: CenturyLink Choice package USOCs should not be included in the Contributory Access Line count.

<b>TOTAL Contributory Access Lines:</b>	<b>101</b>
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**Customer certifies that the Contributory Access Lines (a) exist under the Billing Telephone Numbers ("BTN") shown below; or (b) will be installed at the Service Address(es) shown below.**

>>**INSERT LINE INV**

<b>BTN</b>	<b>USOC</b>	<b>Total</b>
5056612483	1FB	1
5056612680	1FB	1
5056613432	PGOQL	7
5056613432	PGOQN	5
5056614006	1FB	2
5056614106	1FB	1
5056614106	AFK	1
5056614206	1FB	1
5056614208	1FB	1
5056615903	1FB	1
5056616538	1FB	1
5056618398	1FB	1
5056619040	1FB	1
5056619066	1FB	1
5056619066	AFK	1
5056619607	1FB	1
5056619607	AFK	2
5056619682	1FB	2
5056619682	AFK	7
5056619757	1FB	1
5056619757	AFK	1
5056620027	1FB	2
5056620469	1FB	1
5056620497	1FB	1

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5056620497	AFK	1
5056620686	1FB	2
5056621407	1FB	2
5056621423	1FB	1
5056621430	1FB	1
5056621473	1FB	2
5056621473	AFK	1
5056621569	1FB	2
5056621584	1FB	2
5056621643	1FB	1
5056621904	1FB	1
5056621911	1FB	1
5056621911	AFK	1
5056621931	1FB	1
5056621931	AFK	1
5056622265	1FB	1
5056623628	1FB	1
5056627167	1FB	1
5056627167	AFK	2
5056627169	1FB	1
5056627169	AFK	1
5056628100	1FB	1
5056628103	1FB	1
5056628422	1FB	1
5056628433	1FB	1
5056628828	1FB	1
5056628828	AFK	1
5056628842	1FB	1
5056628842	AFK	1
5056628850	1FB	1
5056628850	AFK	1
5056628991	1FB	1
5056628995	1FB	1
5056630039	1FB	3
5056656618	1FB	2
5056721026	1FB	1
5056722058	1FB	2
5056722075	1FB	1
5056724019	1FB	1
5056724019	AFK	1
5056726329	1FB	4
5056726589	1FB	1
5056729206	1FB	1
5056729492	1FB	1
<b>Grand Total</b>		<b>101</b>

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