



April 17, 2012

Ms. Patti Petersen-Klein  
Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, KS 66604-4027

Received  
on

APR 19 2012

by  
State Corporation Commission  
of Kansas

**RE: Individual Customer Pricing Agreement Report  
Reporting Period: March 2012**

Dear Ms Petersen-Klein:

Enclosed for filing with the Commission is a redacted copy of the Individual Customer Pricing (ICP) Agreement Report for the above mentioned reporting period pursuant to the Commission's Order in Docket No. 08-UTDT-1078-MIS. Included is a verified statement that the price regulated services included in the report are above the long-run incremental cost of the service.

Also enclosed is a non-redacted copy of the report. United Telephone Company of Kansas d/b/a CenturyLink considers the customer specific information contained in the report to be confidential, proprietary, and of commercial value, and it has not been made public. This document is filed pursuant to K.S.A. 66-1220a, and CenturyLink asks the Commission to accord the same confidentially status under those provisions.

If you have any questions concerning this matter, please contact me.

Yours appreciatively,

A handwritten signature in black ink that reads "John Idoux".

John R. Idoux  
Kansas Governmental Affairs  
5454 w. 110<sup>th</sup> Street  
Overland Park, KS 66211  
913-345-6692  
[john.idoux@centurylink.com](mailto:john.idoux@centurylink.com)

ICP PRICE VERIFICATION

Received on

APR 19 2012

by  
State Corporation Commission  
of Kansas

STATE OF KANSAS        )  
  ) ss:  
COUNTY OF JOHNSON    )

I, Cynthia L. Stovall, of lawful age and first duly sworn, upon oath state:

- (1) I am Manager of Pricing for CenturyLink, of which the United Telephone Companies of Kansas are a part;
- (2) I have reviewed and am familiar with the pricing of the jurisdictional services outlined under the terms of contract number 120300519563, dated March 28, 2012.
- (3) I have reviewed and am familiar with the long run incremental cost of said services; and,
- (4) I verify that the prices contained therein are above the long run incremental costs of said services according to the best of my knowledge and belief.

*Cynthia L. Stovall*  
\_\_\_\_\_  
Cynthia L. Stovall

Subscribed and sworn to before me this 17<sup>th</sup> day of April 2012.

*Kathryn M. Mehrer*  
\_\_\_\_\_  
Notary Public in and for said  
County and State

My Appointment Expires:

	KATHRYN M. MEHRER
	My Appt. Exp. <u>10/23/14</u>

**Products and Services Agreement**

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and 4 ELEMENTS ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

- 1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- 2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- 4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

**AGREED:**

**CENTURYLINK SALES SOLUTIONS, INC.**

**4 ELEMENTS**

By: \_\_\_\_\_  
 Printed: DEB S. KIRKPATRICK  
 Title: MANAGER NVAC  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed: NEIL ADAMTTI  
 Title: VP IS  
 Date: 03/27/17

Address for Notices: DATE Sales Administration  
 665 Lexington Avenue  
 Mailstop: OHMANB0107  
 Mansfield, OH 44907

Customer Address: 22418 S HARRISON ST  
 SPRING HILL, KS 66083-3151

And if related to a dispute to:  
 CenturyLink – Attn: Sr. Assistant  
 General Counsel, Commercial Law  
 5454 W. 110<sup>th</sup> Street  
 Overland Park, KS 66211

Address  
 for Notices  
 (if different  
 from  
 above):

Sales Rep: Carlos Escobar  
 Sales Rep Phone: (919) 844-1247

**SERVICES LIST**

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

**CenturyLink Price Quote Number(s): 12-004709**

2. **PRICING.**
  - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
  - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
  - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
  - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html).

NA

REDACTED - PUBLIC VERSION

United Telephone Companies of Kansas d/b/a CenturyLink  
Individual Customer Pricing Agreement Report  
Reporting Period: Mar-12



Prepared by: John Idoux john.idoux@centurylink.com 913-345-6692

Tracking Number	Customer Name	Description of Service	Monthly Revenue	Non-Recurring Revenue	Contract Receive Date	Service Term
1203005199563	[REDACTED]	PUBLIC VERSION ISDN - PRI	\$ 775.00	\$ 396.75	27-Mar-12	24 months