CenturyLink™

August 13, 2013

SECRETARY
Filed
Aug 15, 2013
APSC

VIA E-FILING & OVERNIGHT MAIL
Walter Thomas, Jr., Secretary
Alabama Public Service Commission
100 North Union Street, Suite 850
Montgomery, AL 36104

Re: Request for Approval of the Interconnection Agreement between CenturyLink and Metropolitan Telecommunications of Alabama, Inc., d/b/a MetTel entities operating in Alabama

Dear Mr. Thomas:

Pursuant to Alabama Public Service Commission (Commission) Rule T-27 and the Telecommunications Act of 1996 (the Act), attached are the original and one (1) copy of the Interconnection Agreement between Gulf Telephone Company d/b/a CenturyLink and Metropolitan Telecommunications of Alabama, Inc., d/b/a MetTel operating in Alabama (MetTel). This document has been filed with the Commission via the electronic filing system.

Both parties represent that to the best of their knowledge, this Agreement does not discriminate against any other telecommunications carriers and that this Agreement is consistent with the provisions of the Telecommunications Act of 1996. Both parties respectfully request Commission approval of this Agreement.

If there are any questions regarding this matter please contact Roberta Cooper at 850-599-1563.

Sincerely,

/s/ John J. Schremser
John J. Schremser
State Regulatory & Legislative Affairs Manager

cc: Metropolitan Telecommunications of Alabama, Inc., d/b/a MetTel

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INTERCONNECTION, RESALE AND/OR UNBUNDLING AGREEMENT

FOR THE

STATE

OF

ALABAMA

BY AND BETWEEN

Gulf Telephone Company

and

Metropolitan Telecommunications of Alabama, Inc. d/b/a MetTel

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AGREEMENT

PREFACE & RECITALS

This Interconnection, Resale and/or Unbundling Agreement (the "Agreement"), is by and between Gulf Telephone Company ("CenturyLink") with an address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203, and Metropolitan Telecommunications of Alabama, Inc. d/b/a MetTel, in its capacity as a certified provider of local wireline Telecommunications Service ("**CLEC"), with its address for this Agreement at 55 Water Street 31ST Floor, New York, NY 10041 (CenturyLink and **CLEC being referred to collectively as the "Parties" and each individually as a "Party"). This Agreement covers services in the State of Alabama only (the "State").

WHEREAS, interconnection between Competing Local Exchange Carriers (CLECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each CLEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their Telecommunications Services, access to their poles, ducts, conduits and rights of way and, in certain cases, the offering of specific Unbundled Network Elements (UNEs);

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and **CLEC hereby covenant and agree as follows:

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ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1. PURPOSE OF THE AGREEMENT

1.1. Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective End Users, and for providing reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by **CLEC of certain Telecommunications Services provided by CenturyLink in its franchised areas in the State pursuant to the obligations of Local Exchange Carriers under the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, et seq. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. **CLEC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable.

2. INTENT OF THE AGREEMENT

2.1. Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to **CLEC, such terms are intended to apply only to the extent required by Applicable Law.

3. SCOPE OF THE AGREEMENT

3.1. The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	Resale
Article V:	Interconnection & Transport & Termination of Traffic (Interconnection)
Article VI:	Access to Unbundled Network Elements (UNEs)
Article VII:	Specific Terms for xDSL-capable UNE Loops
Article VIII:	Maintenance
Article IX:	Additional Services (NP; Access to Poles, Ducts, Conduit & ROWs; 911/E911; Directory Service & Distribution; Collocation)
Article X:	Access to Operations Support Systems (OSS)
Article XI:	Pricing
Signature Page	

3.2. The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyLink to **CLEC.

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ARTICLE II: DEFINITIONS

4. GENERAL RULES

4.1. Unless the context clearly indicates otherwise, the definitions set forth in Section 5 of this Article shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article is capitalized when used.

4.2. Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.

4.3. Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 ("Act") and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.

4.4. Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where de-tariffing regulation has been implemented.

4.5. Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.

4.6. The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

5. DEFINITIONS

5.1. Access Service Request (ASR). The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing Interconnection special access and Switched Access Services.

5.2. Access Tandem Switch. A Local Exchange Carrier (LEC) switching system that is used to connect and switch trunk circuits between and among the LEC's Central Office network and Interexchange Carriers' networks.

5.3. "Account Establishment" is a one-time charge applied the first time that either Party orders any service from the other Party, including a port.

5.4. Act or the Act. The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§151, et seq.

5.5. Advanced Services. "Advanced Services" means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized or Packet Switched technology that enable users to originate and receive high-quality voice, data, graphics and/or video telecommunications using any technology.

5.6. Affiliate. "Affiliate" shall have the meaning set forth in §153(1) of the Act.

5.7. ALI Database. A database which stores information associated with end user customers' telephone numbers or shell records.

5.8. Alternate Tandem Provider. A third-party Tandem Provider.

5.9. Answer Supervision. An off-hook supervisory signal.

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5.10. Applicable Law. All effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the F.C.C.) that apply to the subject matter of this Agreement.

5.11. As-Is Transfer (AIT). The transfer of all Telecommunications Services and features available for resale that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided "as is."

5.12. Automatic Location Identification or "ALI". A record that includes the subscriber's name, (identified by ANI), street address, emergency service number and other predetermined information associated with the 911 caller's telephone number, which is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.); will be identified with the service address of the calling party's listed number.

5.13. Automatic Number Identification or "ANI". A telephone number associated with the access line from which the call originates, used for selective routing and for display at a Public Safety Answering Point (PSAP) to identify the caller. It is the key field in an ALI database. Any reference to ANI in this Agreement shall be deemed to be inclusive of pANI, as appropriate.

5.14. "Automated Customer Service Record Request" is a request for the CSR of a Party's end user through a Party's automated ordering system. An Automated CSR non-recurring charge will be billed to the requesting Party, as set forth in this Agreement, for each instance of a query by Billing Account Number ("BAN") or Telephone Number. For purposes of clarification, a single CSR non-recurring charge shall apply to queries by a BAN which return multiple Telephone Numbers. Further, an Automated CSR non-recurring charge will also apply to Manual CSR Requests when a Party's automated ordering system is otherwise unavailable during normal business hours for submission of Automated CSR requests.

5.15. Automated Message Accounting (AMA). The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

5.16. Bill-and-Keep or Bill-and-Keep Arrangement. A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic and ISP-Bound Traffic that qualifies for Bill-and-Keep treatment under this Agreement. Under a Bill-and-Keep Arrangement, a Party terminates such traffic originating from End Users of the other Party without explicitly charging the originating Party.

5.17. Bill Date. The effective date for which a CenturyLink service is billed and/or invoiced to a customer. The Bill Date shall be the date one day past the billing cycle close date. The Bill Date is the same date each month for recurring bills and is included on any such bill or invoice.

5.18. Bill Due Date. Refers to the date that a bill or invoice is due and payable. The Bill Due Date shall be the date thirty (30) days from the Bill Date.

5.19. Bona Fide Request (BFR). The process **CLEC must use (1) to submit a request to provide access to a Network Element to which CenturyLink is required to provide access on an unbundled basis under Applicable Law, but which Network Element is new, undefined or not available under the terms of this Agreement; (2) when facilities and equipment are not Currently Available; (3) when **CLEC requests that CenturyLink provide a Network Element on an unbundled basis that is superior or inferior in quality than those that CenturyLink provides to itself; and (4) to request certain other services,

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features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via the BFR process.

5.20. Business Day. Monday through Friday, 8 a.m. to 8 p.m. Eastern Standard Time except for (1) holidays observed by the United States government; (2) days on which the non-priority U.S. mail is not delivered; and (3) company holidays on which CenturyLink is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

5.21. Carrier Identification Code (CIC). Four-digit numbers used by End Users to reach the services of Interexchange Carriers (IXCs).

5.22. Central Office (CO). A telephone company building where customer lines are joined to a switch or switches for connection to the PSTN.

5.23. Central Office Switch. A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Telephone Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (combination Class 5/Class 4).

5.24. CenturyLink Operating Company (CTOC) or CenturyLink. The single CenturyLink Operating Company in the State that is a Party to this Agreement.

5.25. CenturyLink Service Guide and/or Standard Practices. The CenturyLink Standard Practices is a document that contains CenturyLink's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. Except as specifically provided otherwise in this Agreement, CenturyLink's processes for service ordering, provisioning, billing, maintenance, trouble reporting and repair shall be governed by the CenturyLink Standard Practices, which may be amended from time to time by CenturyLink as needed.

5.26. Certificate of Operating Authority. A certification by the State Commission that **CLEC has been authorized to operate within the State as a provider of local Telephone Exchange Services within CenturyLink's local service area; in many states this certification is known as a Certificate of Public Convenience and Necessity.

5.27. CLASS. An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

5.28. CLEC Profile. A CenturyLink form required to be completed and submitted to CenturyLink by any Telecommunications Carrier requesting to interconnect or exchange traffic with CenturyLink's network or the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunication Carrier is required to provide CenturyLink, on the CLEC Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

5.29. CLLI Codes. Common Language Location Identifier Codes.

5.30. Collocation. An arrangement whereby a requesting Telecommunications Carrier may locate equipment necessary for Interconnection or access to Unbundled Network Elements at CenturyLink Central Offices for the purposes of interconnecting with CenturyLink's network or for accessing CenturyLink's Unbundled Network Elements pursuant to the interconnection obligations under the Act as codified in 47 C.F.R., Part 51.

5.31. Commission. The State Public Service or Public Utility Commission, as applicable.

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5.32. Common Channel Signaling (CCS). A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

5.33. Competitive Local Exchange Carrier (CLEC). A "Local Exchange Carrier," as defined in §153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

5.34. Contract Year. A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

5.35. Conversation Time. The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

5.36. "Coordinated Hot Cut" applies when the LSR (Local Service Request) contains a request for a Coordinated Hot Cut - a combined and simultaneous effort between CenturyLink and **CLEC to perform the completion of a local service request order.

5.37. Copper Loop. A stand-alone Local Loop comprised entirely of copper wire or copper cable. A Copper Loop includes attached electronics using Time Division Multiplexing (TDM) technology, but does not include packet, cell or frame switching capabilities.

5.38. Currently Available. Existing as part of CenturyLink's network at the time of a requested order or service. Currently Available does not include any service, Network Element, facility, feature, function or capability that CenturyLink either does not provide to itself or to its own End Users, does not have the capability to provide, or is not required to provide on a resold or unbundled basis under Applicable Law.

5.39. Custom Handling . NRCs which are in addition to any Pre-ordering or Ordering and Provisioning NRCs.

5.40. Customer Proprietary Network Information (CPNI). "Customer Proprietary Network Information" or "CPNI" shall have the meaning set forth in 47 U.S.C. § 222.

5.41. Customer Service Record (CSR), A record detailing the services to which an End User subscribes from its telecommunications provider(s).

5.42. Customer Service Record Search. A process requested by CLEC prior to account conversion from CenturyLink or from another CLEC that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. The CLEC must have obtained proper authorization from the End User prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

5.43. Dark Fiber. Fiber within an existing fiber optic cable that has not been activated through optronics to render it capable of carrying a Telecommunications Service.

5.44. Dark Fiber Dedicated Transport. CenturyLink's un-activated optical interoffice transmission facilities, dedicated to **CLEC, that are within CenturyLink's network and connect CenturyLink switches or Wire Centers within the same LATA and State. Dark Fiber Dedicated Transport does not include transmission facilities between the CenturyLink network and **CLEC's network or the location of **CLEC's equipment.

5.45. Dedicated Transport. A transmission path between one of CenturyLink's Wire Centers or switches and another of CenturyLink's Wire Centers or switches within the same LATA and State.

5.46. Disconnect Supervision. An on-hook supervisory signal end at the completion of a call.

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5.47. Disputed Amounts. An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established by the billing Party.

5.48. DS-1. A service having a total digital signal speed of 1.544 Mbps.

5.49. DS1 Dedicated Transport. CenturyLink interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular customer or carrier.

5.50. DS-3. A service having a total digital signal speed of 44.736 Mbps.

5.51. DS3 Dedicated Transport. CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.

5.52. Dynamic 911. The provision of E911 service utilizing a call processing arrangement with pseudo ANIs for non call-path associated signaling and routing commonly associated with the delivery of mobile, nomadic or out-of-region calls.

5.53. E911 (also referred to as “Expanded 911 Service” or “Enhanced 911 Service” or “E911 Service”). A telephone system which includes network switching, data base and Public Safety Answering Point premise elements capable of providing automatic location identification (ALI) data, selective routing, selective transfer, fixed transfer, and a call back number.

5.54. Effective Date. The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties except that the initiation of a new **CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be.

5.55. Electronic File Transfer (EFT). A system or process that utilizes an electronic format and protocol to send/receive data files.

5.56. Emergency Services. Law enforcement, fire, ambulance, rescue, and medical services.

5.57. Emergency Service Number or “ESN”. A three to five digit number that represents a unique combination of Emergency Service agencies in one or more ESZs.

5.58. Emergency Service Zone or "ESZ”. A geographical area that represents a unique combination of Emergency Service agencies that are within a PSAP jurisdiction.

5.59. Emergency Services Query Key or “ESQK”. The ESQK identifies a call instance at a voice positioning center (VPC), and is associated with a particular SR/ESN combination, per NENA standards. The ESQK is expected to be a ten-digit North American Numbering Plan Number.

5.60. End Office. The telephone company office from which the End User receives exchange service.

5.61. End Office Switch. A switching machine that directly terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.

5.62. End User. Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) that subscribes to Telecommunications Services provided by either of the Parties and

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does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

5.63. Enhanced Service Provider (ESP). A provider of enhanced services as those services are defined in 47 C.F.R. §64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.

5.64. Entrance Facility. Special Access circuit(s) that connects CenturyLink's network and **CLEC's network or the location of **CLEC's equipment. For example, an Entrance Facility is transmission facility that provides telecommunications between CenturyLink's switches or Wire Centers and **CLEC's switches, Wire Centers or equipment locations.

5.65. Exchange Access. Exchange Access shall have the meaning set forth in §153(16) the Act.

5.66. Exchange Message Interface (EMI). An Exchange Message Interface is the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

5.67. Facility. All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III.

5.68. F.C.C. The Federal Communications Commission.

5.69. Federal Universal Service Charge (FUSC). An end-user charge that allows a Telecommunications Carrier to recover the costs of its universal service contributions from its customers.

5.70. Federal Universal Service Fund (FUSF). A fund administered by the National Exchange Carriers Association (NECA) into which Telecommunications Carriers pay their universal service contributions.

5.71. Foreign Exchange (FX). Service offerings of local exchange carriers that are purchased by customers and which allow such customers to obtain Telephone Exchange Service from a mandatory local calling area other than the mandatory local calling area in which the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

5.72. HDSL Electronics. High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of capacity over a four-wire loop of two copper pairs.

5.73. Hybrid Loop. A hybrid loop is a Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

5.74. Incumbent Local Exchange Carrier (ILEC). An "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning set forth in 47 U.S.C. §251(h).

5.75. Indirect Network Connection. A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

5.76. Information Access. Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.

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5.77. Information Access Traffic. Traffic delivered to or from an Information Service Provider for the provision of Information Service.

5.78. Information Service Provider. A provider of Information Service, as that term is defined in 47 U.S.C. §153(20). Information Service Provider includes, but is not limited to, Internet Service Provider (ISP).

5.79. Inside Wire or Inside Wiring. controlled by CenturyLink that extends to the point of demarcation of CenturyLink's outside plant. The point of demarcation shall have the meaning set forth in 47 C.F.R. § 68.105.

5.80. Intellectual Property. For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

5.81. Intellectual Property Claim. For purposes of this Agreement, "Intellectual Property Claim" means any actual or threatened claim, action or proceeding relating to Intellectual Property.

5.82. Interconnection. "Interconnection" shall have the meaning set forth in 47 U.S.C. §251I(2), and refers, in this Agreement, to the connection between networks for the transmission and routing of Telephone Exchange Service and Exchange Access. This term does not include the transport and termination of traffic.

5.83. Interconnection Facility. The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of Telephone Exchange Service and Exchange Access.

5.84. Interexchange Carrier (IXC). A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

5.85. InterLATA Toll Traffic. Telecommunications traffic between a point located in a LATA and a point located outside such LATA.

5.86. Internet Service Provider (ISP). An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the F.C.C.'s First Report and Order in CC Docket No. 97-158.

5.87. IntraLATA Toll Traffic. Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyLink Local Calling Area as defined CenturyLink's local exchange Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

5.88. IP-Enabled Voice Traffic. IP-Enabled Voice Traffic means any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and voice traffic originated on the PSTN, and which terminates on IPC, and

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voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

5.89. ISDN User Part (ISUP). A part of the SS7 protocol that defines call setup messages and call takedown messages.

5.90. ISP-Bound Traffic. Traffic delivered to or from an Internet Service Provider (ISP).

5.91. Jointly-Provided Switched Access Service Traffic. Traffic where both CenturyLink's network and **CLEC's network are used to originate Switched Access Service traffic by one of the Party's End Users to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyLink's network and **CLEC's network are used to terminate Switched Access Service traffic delivered by an IXC to one of the Party's End Users.

5.92. Line Side. Refers to an End Office Switch connection that is connected to an ordinary telephone station set, including the connection between a loop termination at, for example, a main distribution frame (MDF) and a switch line card. Line side connections offer only those transmission and signaling features appropriate for the connection between an End Office and an ordinary telephone set, and cannot be used for the direct connection of switching entities.

5.93. Local Access and Transport Area (LATA). "Local Access and Transport Area" or "LATA" shall have the meaning set forth in §153(25) of the Act.

5.94. Local Calling Area (LCA). Local Calling Area (LCA) traffic is traffic that originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyLink's local exchange tariffs.

5.95. Local Exchange Carrier (LEC). "Local Exchange Carrier" or "LEC" shall have the meaning set forth in §153(26) of the Act.

5.96. Local Exchange Routing Guide (LERG). The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.

5.97. Local Traffic. Traffic (excluding CMRS traffic) that is originated and terminated within the CenturyLink Local Calling Area, or mandatory Extended Area Service (EAS) area (including all extended calling areas mandated by law), as defined in CenturyLink's local exchange tariffs. Local Traffic does not include non-mandated optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Pursuant to the F.C.C.'s clarifying orders, Local Traffic includes Information Access Traffic only to the extent that the End User and the ISP are physically located in the same CenturyLink Local Calling Area. Local Traffic includes IP-Enabled Traffic to the extent that the originating End User and the terminating End User are physically located in the same CenturyLink Local Calling Area.

5.98. Local Interconnection Trunk or Local Interconnection Trunk Groups. One-way or two-way trunks or trunk groups used to carry Local Traffic.

5.99. Local Loop. A transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the loop demarcation point at an End User's premises.

5.100. Local Service Request (LSR). The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

5.101. Local VoIP-PSTN Traffic is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS)

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area, as defined in existing CenturyLink Tariffs or Price Lists, and shall be considered to be "Local Traffic" as such term is used in the Agreement.

5.102. Loop Facility Charge. An additional charge applied to all LSRs when fieldwork is required. Loop Facility Charge is applied on a per LSR basis.

5.103. Main Distribution Frame (MDF). A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.

5.104. "Manual Customer Service Record Request" is a request for service information on a Party's end user that is submitted outside of the Party's automated ordering system; e.g., via fax, physical email or electronic email. Until such time as an Automated CSR Request for a Centrex customer may be submitted via a Party's automated ordering system, the Parties acknowledge that the Manual CSR Request applies for such requests. For CenturyLink, Manual CSR requests shall be sent by email to the center, utilizing the following email address: dctr-neac-offires@centurylink.com . A Manual CSR non-recurring charge will be billed to the requesting Party, as set forth in this Agreement, based on each BAN or Telephone Number requested in the manual submission. For purposes of clarification, a single CSR non-recurring charge shall apply to manual requests by a BAN which return multiple Telephone Numbers.

5.105. Mass Calling Trunks. Mass Calling Trunks are trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.

5.106. Master Street Address Guide (MSAG). A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 911 calls.

5.107. Meet Point. A Meet Point is a point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.

5.108. "Meet Point Billing (MPB)" or "Meet Point Billing Arrangement". Refers to an arrangement whereby two LECs jointly provide the transport element of a Switched Access Service to one of the LEC's End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the applicable access tariffs.

5.109. "Mid-Span Fiber Meet" or "Fiber Meet". An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic. The "point" of Interconnection for purposes of §251I(2) and §251I(3) remains on the Local Exchange Carrier's network.

5.110. Multiple Exchange Carrier Access Billing (MECAB). Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

5.111. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services – Industry Support Interface (MECOD). A document developed by the Ordering/ Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes

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methods for processing orders for access service that is to be provided by two or more LECs.

5.112. National Security Emergency Procedures (NSEP). Federal procedures that apply to Telecommunications Carriers that are used to maintain a state of readiness or to respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the national security or emergency preparedness of the United States.

5.113. Network Element. "Network Element" shall have the meaning set forth in § 153(29) of the Act.

5.114. Network Interface Device (NID). A stand-alone Network Element defined as any means of interconnecting customer premises wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector which establishes the demarcation point between the loop (inclusive of the NID) and the End User's Inside Wire pursuant to 47 C.F.R. 68.105. Except in multi-unit tenant properties where CenturyLink owns and maintains control over Inside Wire within a building, maintenance and control of the End User's Inside Wiring (i.e., on the End User's side of the NID) is under the control of the End User. For purposes of this definition, the phrase "End User Access Side of the NID" is descriptive and does not convey any ownership or usage rights.

5.115. NID Outside Facility Connection applies in addition to the Service Order charge when incremental fieldwork is required

5.116. 911 Service. "911 Service" or "911-Basic 911 Service" provides a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number (911). As used in this Agreement, references to 911 Service shall include E911 as defined herein, as appropriate.

5.117. 911 Service Provider. A 911 System Service Provider furnishes systems and support necessary to enable 911 calling for one or more Public Safety Answering Points (PSAPs) in a specific geographic area.

5.118. 911 Trunk. A trunk capable of transmitting a 911 dialed call to the Selective Router, and used for the single purpose of the transmission of 911 calls in accordance with applicable NENA Standards.

5.119. North American Numbering Plan (NANP). The system of telephone numbering employed in the United States, Canada, and Caribbean countries that assigns area codes and sets rules for calls to be routed across these countries.

5.120. Number Portability (NP). The ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

5.121. Numbering Plan Area (NPA). Also sometimes referred to as an "area code," an NPA is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA: "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

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5.122. NXX, NXX Code, Central Office Code or CO Code. The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

5.123. Operations Support Systems (OSS). The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information.

5.124. Optional EAS Traffic. Optional EAS Traffic is local calling scope traffic that, under an optional rate package chosen by the End User, terminates at a physical location outside of that End User's Local Calling Area or mandatory Extended Area Service (EAS).

5.125. "Packet Switching" or "Packet Switched". "Packet Switching" or "Packet Switched" refers to the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line (DSL) access multiplexers, including but not limited to the ability to terminate an End User's Copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

5.126. Party or Parties. "Party" shall mean CenturyLink or **CLEC depending on the context. "Parties" refers collectively to both CenturyLink and **CLEC.

5.127. Percentage Local Use (PLU). A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in CenturyLink's effective Tariff(s).

5.128. Physical Collocation. Physical Collocation is an offering by an ILEC that enables a requesting Telecommunications Carrier to:

5.129. Place its own equipment to be used for Interconnection or access to Unbundled Network Elements within or upon an ILEC's Premises;

5.130. Use such equipment to interconnect with an ILEC's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or to gain access to an ILEC's Unbundled Network Elements for the provision of a Telecommunications Service;

5.131. Enter those premises, subject to reasonable terms and conditions, to install, maintain, and repair equipment necessary for Interconnection or access to Unbundled Elements;

5.132. Obtain reasonable amounts of space in an ILEC's Premises, as provided in this part, for the equipment necessary for Interconnection or access to Unbundled Elements, allocated on a first-come, first-served basis.

5.133. Point of Interconnection (POI). A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between **CLEC and CenturyLink for the interconnection of their respective networks.

5.134. Pole Attachment. A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related facilities or equipment to provide services in accordance with the terms and conditions of this Agreement.

5.135. Premises. Premises refers to a Party's Central Offices and serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by a Party that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, buildings and structures.

5.136. Pseudo-ANI or "pANI". A 10 digit number that is used in place of ANI for E911 call routing and the delivery of dynamic ALI information (e.g., to identify a wireless cell, cell sector, or PSAP to which the call should be routed). For purposes of this Article, references to pANI shall include ESQK, ESRD and ESRK, as appropriate.

5.137. Public Safety Answering Point or "PSAP". An entity to whom authority has been lawfully delegated to respond to public emergency telephone calls originating in a defined geographic area, and may include public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities. A PSAP may act as a primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP is the PSAP to which 911 calls are routed directly from the Selective Router and Secondary PSAPs receive calls transferred from the primary PSAP.

5.138. Rate Center. The specific geographic point and corresponding geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for purpose of the application of interstate Tariffs. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive End User traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

5.139. Rating Point. The vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

5.140. Reciprocal Compensation. Compensation paid or provided under 47 U.S.C. §251(b)(5).

5.141. Remote End Office Switch. A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote End Office Switch via an umbilical and a host End Office.

5.142. Repeatedly Delinquent. As used in Article III, "repeatedly delinquent" shall refer to the failure to remit or pay a bill under this Agreement within thirty (30) calendar days after the bill due date, three (3) or more times during a twelve (12) month period..

5.143. Reverse Collocation. Arrangements in which CenturyLink collocates its equipment at a **CLEC's Premises, or in a common location outside of its own Central Office, for purposes of Interconnection.

5.144. Right-of-Way (ROW). The right to use the land or other property owned or controlled by another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

5.145. Routine Network Modifications. A Routine Network Modification is an activity that CenturyLink regularly undertakes for its own customers.

5.146. Routine Network Modifications do not include: the construction of a new loop or new transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already

present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, hand-holes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyLink is not obligated to perform these and other similar activities for **CLEC.

5.147. For purposes of UNE loops, Routine Network Modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyLink ordinarily attaches to a loop to activate such loop for its own customer. Routine Network Modifications may also include activities needed to enable **CLEC to obtain access to Dark Fiber. Routine Network Modifications may also entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

5.148. For purposes of UNE Dedicated Transport, Routine Network Modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; or performing activities needed to enable **CLEC to light a Dark Fiber transport facility. Routine Network modifications also may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

5.149. Routing Point. Denotes a location that a LEC has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

5.150. Selective Router. The equipment used to route 911 calls to the proper PSAP, or other designated destinations, based upon the caller's location information and other factors.

5.151. Service Affecting. A "Service Affecting" issue or dispute shall mean that such issue or dispute, unless resolved, places a Party's End User in immediate or imminent risk of not being able to use the service to which that End User subscribes.

5.152. "Service Order Expedite" applies if a Party requests service prior to the standard due date intervals.

5.153. Service Order Charge/LSR. All LSRs (including Number Portability and NID LSRs) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. A Party will bill the service order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.

5.154. "Service Switching Point" or "Signal Switching Point" (SSP). A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

5.155. Shell Records. Those records necessary to populate the DBMS to enable Dynamic 911 call delivery and display methods, used to determine call routing and the appropriate provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of a 911 call. For purposes of this Article, references to 911 records shall include Shell Records, as appropriate.

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5.156. Signaling Point (SP). A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

5.157. Signaling System 7 (SS7). The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that are used to provide basic routing information, call set-up and other call termination functions.

5.158. Stand-Alone Fiber Loop. A facility connecting an End User premises to the nearest LEC Central Office that consists of a single, uninterrupted length of optical fiber cable. A Stand-Alone Fiber Loop is also known as a "home run" fiber loop.

5.159. State. As used in this Agreement, "State" shall refer to the state in which services are to be provided under this Agreement. For purposes of this Agreement, "State" shall mean the State of Alabama.

5.160. Subsidiary. A corporation or other legal entity that is majority owned by a Party.

5.161. Switched Access Services. The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Any traffic that does not meet the definition of Local Traffic will be considered Switched Access Traffic. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service."

5.162. Synchronous Optical Network (SONET). An optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 Mbps (OC/STS-1 and higher rates are direct multiples of the base rate up to 1.244 Gbps).

5.163. "Tandem" or "Tandem Switch" or "Tandem Office Switch". Tandem means to connect in series. A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another for the purpose of exchanging Local Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

5.164. Tariff or Price List. Any applicable Federal or state tariff or Price List of a Party, as amended from time-to-time.

5.165. "TDM" or "TDM Technology" or "Time Division Multiplexing". A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1and DS3 circuits.

5.166. Technically Feasible. Interconnection and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access or methods.

5.167. Telcordia Technologies. The organization or its successor that conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies, or its successor, also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

5.168. Telecommunications. "Telecommunications" shall have the meaning set forth in §153(43) of the Act.

5.169. Telecommunications Carrier. "Telecommunications Carrier" shall have the meaning set forth in §153(44) of the Act. This definition includes CMRS providers, IXCs and, to the

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extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

5.170. Telecommunications Equipment. "Telecommunications Equipment" shall have the meaning set forth in §153(45) of the Act.

5.171. Telecommunications Service. "Telecommunications Service" shall have the meaning set forth in §153(46) of the Act.

5.172. Telecommunications Service Priority (TSP). A procedure established by the National Communications System Office (NCSO) used by a Telecommunications Carrier to establish priorities in deciding which lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 911 Service) and medical facilities following..

5.173. Telephone Exchange Service. "Telephone Exchange Service" shall have the meaning set forth in §153(47) of the Act.

5.174. "Telephone Toll" or "Telephone Toll Service". "Telephone Toll" or "Telephone Toll Service" is telephone service between stations in different exchange areas. Telephone Toll traffic can be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic" depending on whether the originating and terminating points are within the same LATA.

5.175. Third Party Originating Carrier. **CLEC, when it sends traffic originated by its End Users to CenturyLink's End Users via an Alternate Tandem Provider, or CenturyLink, when it sends traffic originated by its End Users to **CLEC's End Users via an Alternate Tandem Provider.

5.176. Third Party Terminating Carrier. CenturyLink, when traffic is terminated to it by **CLEC via an Alternate Tandem Provider, or **CLEC, when traffic from CenturyLink is terminated to **CLEC via an Alternative Tandem Provider.

5.177. Time and Material Charges. Time and Materials Charges are charges for non-standard or individual-case-basis work requested by **CLEC. "Time" charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. "Material" charges are for the cost of items required to fulfill the job requirements.

5.178. Toll VoIP-PSTN Traffic is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined in existing CenturyLink Tariffs or Price Lists.

5.179. Transit Service. A switching and transport function which allows one Party to send Transit Traffic to the other Party's network through a third-party's Tandem and/or transport facilities, or to a third-party network through the other Party's Tandem and/or transport facilities.

5.180. Transit Traffic. Traffic between the Parties End Users that is routed utilizing a third-party Telecommunications Carrier's local and/or Access Tandem Switch, or between a Party's End Users and a third-party Telecommunications Carrier's End Users (e.g., third-party CLECs, ILECs) that is routed utilizing the other Party's local and/or Access Tandem Switch. Transit Traffic does not include any traffic delivered to from, or carried by an Interexchange Carrier (IXC) at any time during the call

5.181. Trunk Side. Refers to a Central Office switch connection that is connected to another switching entity, including the connection between trunk termination at a Trunk Side cross-connect panel and a trunk card. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

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5.182. Unbundled Network Element (UNE). A Network Element separate from the facility or functionality of other Network Elements available for a separate fee in accordance with 47 U.S.C. § 251(c)(3). Specific references to Unbundled Network Elements or UNEs contained throughout this Agreement are to the Unbundled Network Elements described in Article VI (UNEs) of this Agreement.

5.183. Vertical Features (including CLASS Features). Features, functions and capabilities provided through operation of hardware and software comprising a switch.

5.184. Virtual Collocation. Virtual Collocation is an offering by an ILEC that enables a requesting Telecommunications Carrier to:

5.185. Designate or specify equipment to be used for Interconnection or access to Unbundled Network Elements to be located within or upon an ILEC's Premises, and dedicated to such Telecommunications Carrier's use;

5.186. Use such equipment to interconnect with an ILEC's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or for access to an ILEC's Unbundled Network Elements for the provision of a Telecommunications Service; and

5.187. Electronically monitor and control its communications channels terminating in such equipment.

5.188. Virtual NXX Traffic (VNXX Traffic). As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a **CLEC's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

5.189. VoIP-PSTN Traffic includes any traffic previously referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's end user customer

5.190. WEBSITE. As used in this agreement, Website shall mean: www.CenturyLink.com/wholesaleservices

5.191. Wire Center. The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such premises.

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ARTICLE III: GENERAL TERMS & CONDITIONS

6. APPLICATION OF THESE GENERAL TERMS & CONDITIONS

6.1. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

7. EFFECTIVE DATE, TERM & TERMINATION

7.1. Effective Date. This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new **CLEC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for sixty (60) days, or as otherwise agreed to by the Parties, to accommodate required initial processes. The "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.

7.2. Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until two years after the effective date (the "Initial Term"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

7.2.1. Notwithstanding the above, CenturyLink at its discretion may terminate this Agreement after twelve consecutive months of inactivity on the part of **CLEC. Inactivity is defined as **CLEC's failure to initiate the required pre-ordering activities, **CLEC's failure to submit any orders pursuant to this Agreement's terms or **CLEC's failure to originate or terminate any Local Traffic pursuant to this Agreement's terms.

7.3. Notice of Termination. Either **CLEC or CenturyLink may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("Notice of Termination") at least ninety (90) calendar days in advance of the applicable date of termination. Either **CLEC or CenturyLink may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

7.4. Effect on Termination of Negotiating Successor Agreement. If either **CLEC or CenturyLink provides notice of termination pursuant to this Section and, on or before the noticed date of termination, either **CLEC or CenturyLink has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between **CLEC and CenturyLink; or, (b) the date one-hundred eighty (180) calendar days after the date of termination identified in the Notice of Termination. If a new interconnection agreement has not been approved by one-hundred eighty (180) days after the date of termination identified in the Notice of Termination, then CenturyLink and **CLEC may mutually agree to continue to operate on a month to month basis under the terms set forth herein until (a) a new agreement has been approved or (b) until **CLEC ceases providing service in CenturyLink's exchanges. Should the Parties not agree to continue to operate under the terms set forth herein after one-hundred eighty (180) days, then the provisions of Section 7.4 shall be required. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 7.6 (Termination Upon Default) or Section 7.7 (Termination Upon Sale).

7.5. Termination and Post-Termination Continuation of Services. If either **CLEC or CenturyLink provides notice of termination pursuant to Section 7.3 and, by 11:59 p.m.

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Central Time on the proposed date of termination, neither **CLEC nor CenturyLink has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including the exchange of local traffic, will be terminated unless the Parties jointly agree to other continuing arrangements. **CLEC may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s) if the service is included in the same; (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by **CLEC. If **CLEC elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by **CLEC under Section 252(i). Should **CLEC fail to follow the terms of this Section 7.5, **CLEC agrees that its termination notice shall be invalidated and considered withdrawn and it shall continue to be accountable and liable for all its obligations under the terms of this Agreement.

7.6. Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. Following CenturyLink's notice to **CLEC of its Default, CenturyLink shall not be required to process new service orders until the Default is timely cured. "Default" is defined to include:

7.6.1. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

7.6.2. The revocation by the Commission of a Party's Certificate of Operating Authority; or

7.6.3. A Party's violation of any material term or condition of the Agreement; or

7.6.4. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 14) within thirty (30) calendar days after the bill date.

7.7. Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

7.8. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

7.9. Predecessor Agreements. Except as stated in Section 7.10 or as otherwise agreed in writing by the Parties:

7.9.1. any prior interconnection agreement between the Parties for the State of Alabama pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

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7.9.2. any services that were purchased by one Party from the other Party under a prior interconnection agreement between the Parties for the State of Alabama pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of this Agreement.

7.10. Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior interconnection agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

7.11. If either Party elects to cancel the commitment pursuant to the proviso in Section 7.10, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

8. APPLICABLE LAW

8.1. Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the F.C.C.) that apply to the subject matter of this Agreement.

8.2. Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

8.3. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Monroe, Louisiana. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

8.4. Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

8.4.1. Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

8.4.2. Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

8.4.3. Each Party shall be responsible for obtaining and keeping in effect all F.C.C., Commission, franchise authority and other regulatory approvals that may be

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required in connection with the performance of its obligations under this Agreement.

8.5. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, terminate this Agreement without penalty or liability for such termination.

9. AMENDMENTS

9.1. Any amendment, modification, deletion or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "Agreement" shall include any such future amendments, modifications, deletions and supplements.

9.2. If a change in Applicable Law requires CenturyLink, pursuant to Section 12.2, to offer a new service under this Agreement, **CLEC may submit a written request to CenturyLink to amend this Agreement to add terms and conditions for the provision of the new service using either of the following options:

9.2.1. Option 1: CenturyLink will provide **CLEC with a form "Attachment" that will amend the Agreement. This Attachment will identify the specific terms and conditions of the Agreement affected by the change in Applicable Law and will set forth the specific terms and conditions to be amended that are applicable to the new service. CenturyLink also shall submit the executed form Attachment to the Commission for approval as required by 47 U.S.C. § 252(e). **CLEC may begin ordering the new service pursuant to the terms of the Attachment as soon as it executes the amended Attachment.

9.2.2. Option 2: If **CLEC desires to negotiate an amendment to the Agreement with terms and conditions for the new service that are different from those contained in CenturyLink's form Attachment, **CLEC must send CenturyLink a request to negotiate. The Parties agree to negotiate in good faith the terms and conditions for the new service. Whether the Parties agree to acceptable terms and conditions through negotiations or resolve such terms and conditions through arbitration, the terms and conditions for the new service arrived at through this Option 2 shall not become effective until they are approved by the Commission pursuant to 47 U.S.C. § 252(e).

10. ASSIGNMENT

10.1. Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or Affiliate of that Party without consent, upon ninety (90) calendar days' written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Any attempt to make an

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assignment or delegation in violation of this section shall constitute a default of this Agreement.

11. ASSURANCE OF PAYMENT

11.1. Upon request by CenturyLink, **CLEC shall provide to CenturyLink a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyLink hereunder. **CLEC's failure to provide such deposit or assurance of payment to CenturyLink within thirty (30) calendar days of CenturyLink's request for same shall constitute a default under this Agreement.

11.2. When a Deposit/Assurance of Payment Is Required. Such deposit or assurance of payment of charges may be requested by CenturyLink if **CLEC (a) in CenturyLink's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with CenturyLink, (b) in CenturyLink's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to **CLEC by CenturyLink, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

11.3. Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyLink's estimated two-month charges to **CLEC (including, but not limited to, both recurring and non-recurring charges) using **CLEC's forecast of interconnection facilities and any other facilities or services to be ordered from CenturyLink, or (2) $5,000. If **CLEC does not provide a forecast of its facility or service demand under this Agreement, **CLEC shall provide, upon CenturyLink's request, a deposit or assurance of payment of charges in an amount of $5000.

11.4. Modifying the Amount of Deposit/Assurance of Payment. CenturyLink reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of **CLEC if **CLEC is repeatedly delinquent in making its payments, or **CLEC is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyLink due to **CLEC's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of **CLEC. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. CenturyLink also may require an additional amount of deposit or assurance of payment at any time after the submission of the original deposit or assurance of payment if **CLEC's average monthly billing exceeds the estimated two-months billing based on **CLEC's forecasts referenced in Section 11.3 above or if **CLEC has failed to make timely payments in accordance with Section 14.2.

11.5. Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall, at CenturyLink's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyLink, or (b) an unconditional, irrevocable standby letter of credit naming CenturyLink as the beneficiary thereof and otherwise in form and substance satisfactory to CenturyLink from a financial institution acceptable to CenturyLink.

11.6. Interest on Cash Deposit. CenturyLink shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist

11.7. Drawing on Deposit/Assurance of Payment. CenturyLink may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to **CLEC in respect of any amounts to be paid by **CLEC hereunder that are not paid within thirty

(30) calendar days of the date that payment of such amounts is required by this Agreement.

11.8. **CLEC's Replenishment of Deposit/Assurance of Payment. If CenturyLink draws on the letter of credit or cash deposit, upon request by CenturyLink, **CLEC shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 11.3.

11.9. Effect on Other Obligations. Notwithstanding anything else set forth in this Agreement, if CenturyLink makes a request for a deposit or assurance of payment in accordance with the terms of this Section 11, then CenturyLink shall have no obligation thereafter to perform under this Agreement until such time as **CLEC has provided CenturyLink with such deposit or assurance of payment. The fact that a deposit or a letter of credit is requested by CenturyLink hereunder shall in no way relieve **CLEC from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs or Price List) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any amounts, payment of which is required by this Agreement.

12. AUDITS

12.1. Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least $50,000. For purposes of this Section**Error! Reference source not found.**, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

12.1.1. Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.

12.1.2. Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably competent in telecommunications and be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the 60 days for specific resource availability conflict reasons such as the financial Year End close of books, information or billing system conversions in progress or scheduled to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.

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12.1.3. Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply with the Audited Party's normal security procedures.

12.1.4. Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

12.1.5. Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

12.1.6. Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.

12.1.7. Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1-½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

12.1.8. Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 25 regarding dispute resolution.

12.2. Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. CenturyLink and **CLEC shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished

during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 12.1 above). Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

12.3. Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

13. AUTHORIZATION AND AUTHORITY

13.1. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing, and **CLEC has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement, in entering into this Agreement.

13.2. CenturyLink represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

13.3. **CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

13.4. **CLEC Certification. Notwithstanding any other provision of this Agreement, CenturyLink shall have no obligation to perform under this Agreement until such time as **CLEC has obtained such F.C.C. and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a **CLEC. **CLEC must represent and warrant to CenturyLink that it is a certified local provider of Telephone Exchange Service in the State. **CLEC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. **CLEC shall not place any orders under this Agreement until it has obtained such authorization. **CLEC shall provide proof of such authorization to CenturyLink upon request.

14. BILLING & PAYMENTS/DISPUTED AMOUNTS

14.1. Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), **CLEC and CenturyLink agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

14.2. Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill

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date. Upon discovery, each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.

14.3. Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.

14.4. Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1-½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.

14.5. Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyLink's CLEC Standard Practices. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both **CLEC and CenturyLink agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.

14.5.1. If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that (a) the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.

14.5.2. If the Parties cannot resolve the dispute through established billing dispute procedures within one-hundred eighty (180) days of the billed Party providing written notice of Disputed Amounts to the billing Party, the billed Party may file a petition for formal dispute resolution pursuant to Section 25 of this Article (without regard for any further informal dispute resolution negotiations that may be referenced in Section 25.4). If the billed Party fails to seek formal dispute resolution pursuant to Section 25.3 within one (1) year of the billed Party providing written notice to the billing Party of such Disputed Amounts, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount.

14.6. Effect of Non-Payment.

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14.6.1. If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) Calendar Days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 11. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

14.6.2. Notwithstanding 14.6.1 above, if the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 11. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

14.6.3. Notwithstanding 14.6.1 and 14.6.2 above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding, the billed Party is liable for reimbursement to the billing Party any and all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

14.7. Universal Service Fund. In order to collect the costs of CenturyLink's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyLink's End Users are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying the FUSC to CenturyLink are those reseller CLECs who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the

FCC's universal service rules. In order to obtain an exemption from paying the FUSC to CenturyLink, **CLEC must provide CenturyLink a signed statement certifying that it is reselling the services provided by CenturyLink in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If **CLEC does not provide this statement, or otherwise certify that it is exempt from remitting the FUSC, CenturyLink must report the revenues obtained from the provision of service to **CLEC as End User revenues for FUSF contribution purposes and CenturyLink shall be entitled to recover from the CLEC the resulting FUSF contributions attributable to such revenues, in accordance with Applicable Law.

14.7.1. "Federal Universal Service Charge (FUSC)" means an End-User charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.

14.7.2. To comply with FCC rules regarding the funding of Universal Service, **CLEC is required to complete the form entitled "CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS," provided by CenturyLink in order to obtain an exemption from paying the FUSC to CenturyLink. In addition, **CLEC agrees to provide CenturyLink with an updated annual certification, no later than February 1 of each calendar year, so that CenturyLink may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

14.7.3. It is expressly understood and agreed by the Parties that **CLEC's provision to CenturyLink of evidence concerning its making adequate payments into the FUSF, and **CLEC's representations to CenturyLink in connection therewith, are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyLink.

15. BONA FIDE REQUEST (BFR)

15.1. Intent. The Bona Fide Request (BFR) process is the process through which **CLEC may request: (1) access to a Network Element CenturyLink is required to provide under Applicable Law, but such Network Element is new, undefined or otherwise required to be provided but not available under the terms of this Agreement; (2) access to facilities and equipment that are not Currently Available, or to UNEs that are superior or inferior in quality than those that CenturyLink provides to itself; and (3) certain other services, features, capabilities or functionalities defined and agreed upon by the Parties as services to be ordered via the BFR process. Notwithstanding anything to the contrary in this Agreement, CenturyLink shall only be required to provide UNEs and/or other arrangements and services that CenturyLink is otherwise obligated to provide under Applicable Law through the BFR process. While CenturyLink may permit **CLEC to submit BFR requests for Network Elements, arrangements or services that CenturyLink is not obligated under Applicable Law to provide, CenturyLink is not required to provide such Network Elements, arrangements or services, and CenturyLink may elect or decline to provide same at its sole discretion.

15.2. Process.

15.2.1. BFR Request. **CLEC shall submit to CenturyLink a written BFR application ("Request"), in a form to be provided by CenturyLink. In such Request, **CLEC shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that CenturyLink has sufficient information to analyze and prepare a response.

15.2.2. If fulfilling the request involves construction or engineering analysis, CenturyLink will notify **CLEC of such and **CLEC will make the non-refundable NRC payment set forth in Article XI-Pricing to compensate CenturyLink for its costs to perform the analysis. CenturyLink shall have no

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obligation to further evaluate the request, conduct any analysis or prepare a price quote for the requested service until the non-refundable NRC payment has been received.

15.2.3. Cancellation of Request. **CLEC may cancel a Request in writing at any time prior to agreeing on price and availability in the final quote. CenturyLink will then cease analysis and/or development of the Request. However, **CLEC will pay CenturyLink its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date on which CenturyLink receives **CLEC's notice of cancellation if such costs are not already covered in full by a previously submitted non-refundable NRC payment.

15.2.4. Acknowledgment of Complete and Accurate Request. CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyLink's receipt of a Request. In such written acknowledgement, CenturyLink will advise **CLEC of any additional information needed for a complete and accurate Request. **CLEC acknowledges that the time intervals set forth hereafter in this Section 10 begin only once CenturyLink has determined that it has received a complete and accurate Request.

15.2.5. Preliminary Analysis. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate Request, CenturyLink will indicate whether or not it will approve or deny the Request ("Preliminary Analysis"). If CenturyLink denies **CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial (e.g., the requested access, arrangement or service is not technically feasible; CenturyLink is not required to provide the requested access, arrangement or service under Applicable Law; facilities necessary to provide the requested access, arrangement or service are not Currently Available, etc.).

15.2.6. **CLEC's Written Authorization. Following receipt of the Preliminary Analysis, **CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. If **CLEC accepts CenturyLink's Preliminary Analysis, **CLEC must accept the Preliminary Analysis in writing, providing written authorization to CenturyLink to develop access to the requested Network Element, arrangement or service and to develop the terms, conditions and final pricing of the same ("Final Quote"). **CLEC must provide such written acceptance and authorization within thirty (30) calendar days of its receipt of the Preliminary Analysis or **CLEC's Request will be deemed to be cancelled.

15.2.7. Final Quote. Upon receiving **CLEC's written acceptance and authorization of the Preliminary Analysis, CenturyLink will proceed to develop a Final Quote. The Final Quote shall contain a description of each access arrangement or service to be provided, a tentative availability date, the applicable rates, the installation intervals, BFR development and processing costs and the terms and conditions under which access to the requested Network Element, arrangement or service will be offered. CenturyLink shall provide the Final Quote within ninety (90) calendar days of receiving **CLEC's written acceptance and authorization to the Preliminary Analysis. The tentative availability date is dependent on when **CLEC accepts the Final Quote, thus allowing CenturyLink to proceed with developing and implementing the BFR. CenturyLink shall make commercially reasonable efforts to provide an availability date that is within ninety (90) calendar days from the date it receives **CLEC's written Final Acceptance as described below in Section 15.2.8. If CenturyLink cannot complete the BFR using reasonable efforts within ninety (90) calendar days of receiving **CLEC's Final Acceptance, CenturyLink will

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inform **CLEC, and **CLEC and CenturyLink will then determine a mutually agreeable availability date.

15.2.8. Final Acceptance. Within thirty (30) calendar days of its receipt of the Final Quote, **CLEC must either (i) confirm or cancel its Request pursuant to the terms and conditions of the Final Quote ("Final Acceptance"), or (ii) submit any disputed issues with the Final Quote for dispute resolution pursuant to Section 20. If **CLEC confirms and authorizes the implementation of the requested service as outlined in the Final Quote, **CLEC shall do so in writing and shall pay to CenturyLink fifty percent (50%) of the costs set forth in the Final Quote. **CLEC's written acceptance must include a commitment to pay the remaining fifty percent (50%) of the quoted costs. CenturyLink shall then proceed with developing and providing the service requested via BFR. **CLEC shall pay to CenturyLink the other fifty percent (50%) of the costs set forth in the Final Quote upon delivery of the service requested via BFR.

15.2.9. Unless otherwise agreed, all proposed prices for the service requested via BFR shall be consistent with the pricing principles set forth in the Act.

16. CAPACITY PLANNING AND FORECASTS

16.1. Within thirty (30) calendar days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, number portability and interconnection services. CenturyLink may delay processing **CLEC service orders should **CLEC not perform obligations as specified in this Section. Such responsibilities shall include but are not limited to the following:

16.2. The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

16.3. **CLEC will furnish to CenturyLink information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts. If during the Term of this Agreement, **CLEC desires to offer services in a CenturyLink local calling area for which **CLEC has not previously submitted a forecast, **CLEC shall submit a revised statewide annual forecast that incorporates the information identified above for the new local calling area or a supplemental forecast for such local calling area providing the information identified above. **CLEC shall submit such revised or supplemental forecast as soon as practicable, but in no event less than thirty (30) calendar days before it orders services and/or facilities under this Agreement in the new CenturyLink local calling area.

16.4. The Parties will develop joint forecasting responsibilities for traffic exchange over trunk groups and yearly forecasted trunk quantities as set forth in Article V (Interconnection).

16.5. **CLEC shall notify CenturyLink promptly of any changes in **CLEC's business or prevailing business conditions that may impact any of its forecasts in the next forecasting period more than ten percent (10%) to current forecasts (increase or decrease). **CLEC orders that exceed its forecast shall only be filled by CenturyLink to the extent that requested capacity is Currently Available.

16.6. CenturyLink reserves the right to condition the fulfillment of additional service orders on satisfactory **CLEC fill rates in previously ordered capacity, or on **CLEC payment for all of the additional capacity absent satisfactory fill rates.

16.7. Requested or forecasted facility additions not justified by traffic fill rates and fill rate trends will not be provisioned unless **CLEC provides proof of the needed increase at a specific point in time. All information provided by **CLEC will be considered confidential information under federal law and Agreement terms.

16.8. CenturyLink reserves the right to assess **CLEC a stranded plant/facility or discontinued service order charge for capacity forecast by **CLEC but not used by **CLEC within six (6) months after a forecast period to the extent that CenturyLink built the plant/facility based on **CLEC's order.

17. CHANGES IN LAW

17.1. Except as provided in Section 17.3 below, the terms and conditions of this Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.

17.2. Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyLink is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to **CLEC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, payment or benefit. CenturyLink will provide thirty (30) calendar days prior written notice to **CLEC of any such discontinuation of a service or facility, unless a different notice period or different conditions are specified by Applicable Law for termination of such service, facility, payment or benefit, in which event such specified period and/or conditions shall apply. The Parties may amend this Agreement pursuant to Section 4 to reflect such change in Applicable Law. If **CLEC disputes CenturyLink's discontinuance of such service, facility, payment or benefit, the dispute resolution procedures of Section 25 shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in CenturyLink's written notice to **CLEC or the date specified by Applicable Law, whichever applies.

17.3. Additions to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyLink is required by such change in Applicable Law to provide a service not already provided to **CLEC under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 25.

17.4. Notwithstanding Sections 17.2 and 17.3, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms reached by the Parties constituting a Voluntary Agreement to which this Section 17.4 applies shall be identified as being an agreement made "pursuant to Section 17.4" or by language of similar import.

18. CLEC PROFILE

18.1. **CLEC shall not place any orders under this Agreement until it has completed and submitted to CenturyLink a "CLEC Profile," in a form provided by CenturyLink and, if required by CenturyLink, paid a deposit for assurance of payment pursuant to Section 9.

Among other things required to be listed on the CLEC Profile, **CLEC will provide to CenturyLink its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA). **CLEC will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.

18.2. Certificate of Operating Authority. **CLEC must represent and warrant to CenturyLink that it is a certified provider of local Telephone Exchange Service in the State. **CLEC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request.

19. CONFIDENTIAL INFORMATION

19.1. Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

19.2. Notwithstanding the foregoing, pre-orders, and all orders for services placed by **CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of **CLEC End Users pursuant to the Act and the rules and regulations of the F.C.C., as well as recorded usage information with respect to **CLEC End Users, whether disclosed by **CLEC to CenturyLink or otherwise acquired by CenturyLink in the course of its performance under this Agreement, is considered Confidential Information.

19.3. Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

19.3.1. That all Confidential Information shall be and shall remain the exclusive property of the source;

19.3.2. To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

19.3.3. To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of any Confidential Information it receives as it exercises in protecting its own Confidential Information of a similar nature;

19.3.4. Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

19.3.5. To promptly return any copies of such Confidential Information to the source at its request;

19.3.6. To use such Confidential Information only for purposes of performing work or services described hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and

19.3.7. Subject to the exceptions in Section 19.4 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

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19.4. Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 35.5 and 35.5.1, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

19.5. Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

20. CONSENT

20.1. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

21. CONTACTS BETWEEN THE PARTIES

21.1. Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list on the Wholesale Website. Information posted will include a single contact telephone number for CenturyLink's CLEC Service Center (via an 800#) that **CLEC may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 8 p.m., Monday through Friday (except holidays). Additional information available will include contact information for personnel and/or organizations within CenturyLink capable of assisting **CLEC with inquiries regarding the ordering, provisioning and billing of interconnection services. Included in this information will be the contact information for a person or persons to whom **CLEC can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

22. CONTACTS WITH CUSTOMERS

22.1. Except as otherwise provided in this Agreement, **CLEC shall provide the exclusive interface with **CLEC's End Users in connection with the marketing or offering of **CLEC services. Except as otherwise provided in this Agreement, in those instances where CenturyLink personnel are required pursuant to this Agreement to interface directly with **CLEC's End Users for the purpose of installation, repair and/or maintenance of services, such personnel shall not identify themselves as representing CenturyLink. Nothing in this section shall require CenturyLink to repaint trucks or other equipment, or to remove, hide or cover logos or other identifying marks from any vehicles, equipment, uniforms or other items used or owned by CenturyLink or CenturyLink personnel to affect service calls.

23. COUNTERPARTS

23.1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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24. DISCONTINUANCE OF SERVICE BY **CLEC ("SNAP-BACK PROVISION")

24.1. If **CLEC proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, **CLEC shall send written notice of such discontinuation to CenturyLink, the Commission, and each of **CLEC's End Users. **CLEC shall provide notice in advance of discontinuation of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) calendar days, to the extent commercially feasible, **CLEC shall send such notice at least thirty (30) calendar days prior to its discontinuation of service. Should **CLEC fail to provide notice pursuant to this provision, CenturyLink shall have the right to send such notice and to discuss service discontinuance and election of a replacement carrier with **CLEC's End Users.

24.2. Such notice must advise each **CLEC End User that, unless action is taken by the **CLEC End User to switch to a different carrier prior to **CLEC's proposed discontinuation of service, the **CLEC End User will be without the service provided by **CLEC to the **CLEC End User.

24.3. Should a **CLEC End User subsequently become a CenturyLink End User, **CLEC shall provide CenturyLink with all information necessary for CenturyLink to establish service for the **CLEC End User, including, but not limited to, the CLEC End User's billed name, listed name, service address, and billing address, and the services being provided to the **CLEC End User.

24.4. Nothing in this Section shall limit CenturyLink's right to cancel or terminate this Agreement under Section 2 or to suspend provision of services under Section 9 of this Agreement.

25. DISPUTE RESOLUTION

25.1. The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 14 shall also apply to the resolution of any billing disputes.

25.2. Alternative to Litigation. Except as provided under §252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order, an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree that the following resolution procedures shall be used. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

25.3. A Party may not submit a dispute to any court, commission or agency of competent jurisdiction for resolution unless at least sixty (60) Days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item. If a Party gives notice of a billing dispute more than thirty (30) Days after the billing date and has not paid the disputed amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) Days after the billing date for purposes of calculating the time period before such dispute may be submitted to any court, commission or agency of competent jurisdiction for resolution.

25.4. The Parties shall meet or confer as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Parties, provided, however, that all reasonable requests for relevant, non-privileged, information made by one Party to the other Party shall be honored, and provided that the following terms and conditions shall apply:

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25.4.1. If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute (or such longer period as may be specifically provided for in other provisions of this Agreement), then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have more authority over the subject matter of the dispute. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

25.4.2. If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with any court, commission or agency of competent jurisdiction seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed to request an expedited resolution within sixty (60) Days from the date on which the petition or complaint was filed, or within such shorter time as may be appropriate for any Service Affecting dispute.

25.4.3. If the court, commission or agency of competent jurisdiction appoints an expert(s), a special master, or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). Subject to the foregoing, each Party shall bear its own costs in connection with any dispute resolution procedures, and the Parties shall equally split the fees of any arbitration or arbitrator that may be employed to resolve a dispute.

25.4.4. During dispute resolution proceedings conducted by any court, commission or agency of competent jurisdiction each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.

25.4.5. A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by any court, commission or agency of competent jurisdiction may not be resubmitted under the dispute resolution process

26. ENTIRE AGREEMENT

26.1. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

27. EXPENSES

27.1. In performing under this Agreement, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyLink is entitled to reimbursement from **CLEC for all such costs. For all such costs and expenses, CenturyLink shall receive through nonrecurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs. If **CLEC makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyLink will provide a quote to **CLEC in a timely manner and **CLEC must agree to accept the quoted charges prior to CenturyLink's initiation of work.

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27.2. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

28. FORCE MAJEURE

28.1. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Events"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

28.2. It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section 28. Notwithstanding the provisions of Section 28.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

28.3. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

29. FRAUD

29.1. **CLEC assumes responsibility for all fraud associated with its End Users and accounts. CenturyLink will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, **CLEC's account in cases of fraud.

30. GOOD FAITH PERFORMANCE

30.1. The Parties shall act in good faith in the performance of their obligations under this Agreement.

30.2. Performance Issues. In the spirit of good faith and upon request by either Party, the Parties agree to meet once a month during the Term of this Agreement, at mutually agreed upon day and time, to discuss the performance of the Parties under this Agreement. The requesting Party should provide a proposed agenda in advance of the meeting. At each such monthly session the Parties may discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services and ancillary functions provided under this Agreement; (iii) and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties may meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

31. HEADINGS

31.1. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

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32. INTELLECTUAL PROPERTY

32.1. **CLEC acknowledges that its right under this Agreement to interconnect with CenturyLink's network may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

32.2. **CLEC acknowledges that services and facilities to be provided by CenturyLink hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

32.3. Upon written request by **CLEC, CenturyLink will use commercially reasonable efforts to procure rights or licenses to allow CenturyLink to use Intellectual Property and other rights of third parties to provide interconnection, services and facilities to **CLEC ("Additional Rights and Licenses"). **CLEC shall promptly reimburse CenturyLink for all costs incurred by CenturyLink and/or CenturyLink's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyLink or any CenturyLink Affiliate. CenturyLink shall have the right to obtain reasonable assurances of such prompt reimbursement by **CLEC prior to the execution by CenturyLink or any CenturyLink Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event **CLEC fails to promptly reimburse CenturyLink for any such cost, then, in addition to other remedies available to CenturyLink under this Agreement, CenturyLink shall have no obligation to provide to **CLEC any product, service or facility to which such Additional Rights and Licenses relate. In the event any product or service to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyLink, CenturyLink's Affiliates and **CLEC, CenturyLink shall reasonably apportion among **CLEC and such non-CenturyLink carriers, on a prospective basis only, the costs incurred by CenturyLink and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

32.4. Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

32.5. For the purposes of this Agreement, any Intellectual Property originating from or developed by such Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.

32.6. Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

32.7. Except as provided in Section 32.3 and/or Section 35, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting

that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

32.8. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

33. LAW ENFORCEMENT

33.1. Except to the extent not available in connection with CenturyLink's operation of its own business, CenturyLink shall provide seven days a week/twenty-four hours a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

33.2. Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 13, CenturyLink agrees to work jointly with **CLEC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. **CLEC shall be responsible for and shall be billed for any charges associated with providing such services for **CLEC's End Users.

33.3. Where CenturyLink receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyLink account, CenturyLink shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.

33.4. If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

34. LETTER OF AUTHORIZATION (LOA)

34.1. To the extent the Parties have not previously done so, **CLEC and CenturyLink shall each execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to view or use its CPNI need not provide proof of End User authorization to the other Party before viewing or using the CPNI.

34.2. Each Party's access to CPNI of another carrier's customer will be limited to instances where the requesting Party has obtained the appropriate authorization required under applicable law to change service providers or release of CPNI from the customer.

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34.3. The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.

34.4. The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.

34.5. When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as approved in advance by CenturyLink, CenturyLink will not require **CLEC to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if **CLEC submits an order to change service providers or release CPNI where **CLEC has not yet obtained appropriate authorization to change service providers or release CPNI from the customer. Until a blanket LOA has been executed, a Party wishing to view End User CPNI of the other Party must provide written proof of End User authorization to the other Party before viewing or using the CPNI.

35. LIABILITY AND INDEMNIFICATIONR

35.1. Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section (other than applicable employee claimant(s)), for purposes of this Section. "Reasonable costs and attorneys' fees," as used in this Section, includes without limitation fees and costs incurred to interpret or enforce this Section. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The

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Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

35.2. Notwithstanding anything to the contrary in Section 35.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).

35.3. The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services, or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User(s) arising from or relating to any products, services, or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's End User(s).

35.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

35.5. Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.

35.5.1. Except as provided in Section 35.5.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 27.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 35.5.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to **CLEC by CenturyLink under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

35.5.2. EXCEPT AS PROVIDED IN SECTION 35.5.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY

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SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

35.5.3. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

35.5.4. Section 35.5.135.5.1 and Section 35.5.235.5.2 do not apply to the following:

A. Indemnification under Section 35.1;

B. Breach of any obligation of confidentiality referenced in this Agreement;

C. Violation of security procedures;

D. Any breach by **CLEC of any provision relating to **CLEC's access to or use of Operations Support Systems;

E. Failure to properly safeguard, or any misuse of, customer data;

F. Statutory damages;

G. Liability for intentional or willful misconduct;

H. Liability arising under any applicable CenturyLink Tariff;

I. Liability arising under any indemnification provision contained in this Agreement or any separate agreement or tariff related to provisioning of 911/E911 services;

J. Each Party's obligations under Section 32;

K. Section 35.6.2 and/or Section 35.6.3;

L. Section 52, and/or

M. Liability arising under any indemnification provision contained in a separate agreement or tariff related to provisioning of Directory Listing or Directory Assistance Services.

35.6. Liability of CenturyLink. In addition to the general limitation of liability in this Section, the following shall also limit CenturyLink's liability under this Agreement.

35.6.1. Inapplicability of Tariff Liability. CenturyLink's general liability, as described in its local exchange or other Tariffs, does not extend to **CLEC, **CLEC's End User(s), suppliers, agents, employees, or any other third parties. Liability of CenturyLink to **CLEC resulting from any and all causes arising out of services, facilities, or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyLink. CenturyLink shall not be liable for any loss, claims, liability or damages asserted by **CLEC, **CLEC's End User(s), suppliers, agents, employees, or any other third parties where **CLEC combines or commingles such components with those components provided by CenturyLink to **CLEC.

35.6.2. **CLEC Tariffs or Contracts. **CLEC shall, in its Tariffs or other contracts for services provided to its End Users using products, services, or facilities

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obtained from CenturyLink, provide that in no case shall CenturyLink be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by **CLEC, **CLEC's End User(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and **CLEC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, **CLEC, **CLEC's End User(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyLink and any of **CLEC's End Users, suppliers, agents, employees, or any other third parties.

35.6.1. No Liability for Errors. CenturyLink is not liable for mistakes in CenturyLink's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). **CLEC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to **CLEC's End User(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section, mistakes shall not include matters arising exclusively out of the willful misconduct of CenturyLink or its employees or agents.

36. NETWORK MANAGEMENT

36.1. Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. **CLEC and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

36.2. Responsibility for Following Standards. **CLEC recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyLink or any third parties connected with or involved directly in the network or facilities of CenturyLink.

36.3. Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of **CLEC connected to CenturyLink's network shall not interfere with or impair service over any circuits, facilities or equipment of CenturyLink, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over CenturyLink's facilities or create hazards to the employees of CenturyLink or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

36.4. If **CLEC causes an Impairment in Service, CenturyLink shall promptly notify **CLEC of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If **CLEC is unable to promptly remedy the Impairment of Service, then CenturyLink may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

36.5. Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyLink hereunder, **CLEC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble.

37. NON-EXCLUSIVE REMEDIES

37.1. Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

38. NOTICE OF NETWORK CHANGES

38.1. If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§51.325 through 51. 335.

39. NOTICES

39.1. Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 39.2 below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.

39.2. Notices conveyed pursuant to Section 39.1 above shall be delivered to the addresses of the following Parties, or to such other address as either Party shall designate by proper notice.

If to **CLEC:

Attention: Sam Vogel
55 Water Street, Floor 31
New York, NY 10041
Telephone Number: 212-607-2146
Facsimile Number: 212-701-8346
E-Mail:svogel@mettel.net

With a copy to:

Attention: LEGAL
55 Water Street, Floor 31
New York, NY 10041

Telephone Number: 212-359-5037
Facsimile Number: 212-701-8477
E-Mail:legal@mettel.net

If to CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Email: intagree@centurylink.com
Phone: 303-672-2879

With a copy to:

CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email: Legal.Interconnection@centurylink.com
Phone: 303-383-6553

40. ORDERING

40.1. Ordering and Electronic Interface. A web-based interface is currently being used for **CLEC to order non-access services. Unless otherwise provided in the Articles of this Agreement, **CLEC shall use CenturyLink's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, no manual, facsimile or email interfaces may be used to submit any non-access order unless first confirmed with and agreed upon by CenturyLink's CLEC Service Group personnel. If CenturyLink later deploys any enhanced electronic capability for **CLEC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyLink, CenturyLink will notify **CLEC of such availability and **CLEC shall use such processes as CenturyLink has made available for performing such transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.

40.2. The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for **CLEC; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

41. POINTS OF CONTACT FOR **CLEC CUSTOMERS

41.1. **CLEC shall be the primary point of contact for **CLEC customers. **CLEC shall establish telephone numbers and mailing addresses at which **CLEC's End Users may communicate with **CLEC and shall advise **CLEC End Users of these telephone numbers and mailing addresses.

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41.2. Except as otherwise agreed to by CenturyLink, CenturyLink shall have no obligation, and may decline, to accept a communication from a **CLEC customer, including but not limited to issues with number ports to **CLEC.

42. PUBLICITY AND USE OF TRADEMARKS

42.1. Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

42.2. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyLink and **CLEC.

42.3. Any violation of this Section shall be considered a Default of this Agreement under Section 7.6.

43. REFERENCES

43.1. All references to Articles, Sections, Appendices and Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.

43.2. Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.

43.3. Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, Price List, technical publication, guides (including CenturyLink or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, Price List, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

44. RELATIONSHIP OF THE PARTIES

44.1. The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

44.2. Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.

44.3. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

44.4. Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is

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required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

44.5. Except as provided by Section 49, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

44.6. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

44.7. The relationship of the Parties under this Agreement is a non-exclusive relationship.

44.8. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this Section 44.

45. RESERVATION OF RIGHTS

45.1. Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the F.C.C., or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the F.C.C., any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

46. STANDARD PRACTICES

46.1. The Parties acknowledge that CenturyLink shall be adopting some industry standard practices and/or establishing its own standard practices with regard to various requirements hereunder applicable for the CLEC industry. **CLEC agrees that CenturyLink may implement such practices to satisfy any CenturyLink obligations under this Agreement.

46.2. All changes to standard practices will be posted on the CenturyLink Website prior to implementation, Posting will include CenturyLink personnel who may be contacted by **CLEC to provide clarification of the scope of the change and timeline for implementation.

47. SUBCONTRACTORS

47.1. A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

48. SUCCESSORS AND ASSIGNS – BINDING EFFECT

48.1. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

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49. SURVIVAL

49.1. The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 20, limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 37), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

50. TAXES

50.1. Any State or local excise, sales, or use taxes (as defined in this Section 50.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 50.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

50.2. Notwithstanding anything to the contrary contained herein, **CLEC is responsible for furnishing tax exempt status information to CenturyLink, and will use commercially reasonable efforts to supply such information at or prior to the time of the execution of this Agreement. **CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, **CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that **CLEC's representations to CenturyLink concerning the status of **CLEC's claimed tax exempt status, if any, and its impact on this Section are subject to the indemnification provisions of Section 35, which, for purposes of this Section, serve to indemnify CenturyLink.

50.3. Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, State or local jurisdiction.

50.4. Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of CenturyLink, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

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50.5. Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

51. TBD PRICES

51.1. Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices or rates in such Appendix or Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to **CLEC ordering any such TBD item, the Parties shall meet and confer to establish a price.

51.2. In the event the Parties are unable to agree upon a price for a TBD item, the tariffed or otherwise listed or published rate for the most analogous tariffed product or service shall be used as the interim price. Either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

52. TECHNOLOGY UPGRADES

52.1. Notwithstanding any other provision of this Agreement, CenturyLink shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyLink's ability to modify its network through the incorporation of new equipment or software or otherwise. **CLEC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

53. TERRITORY

53.1. This Agreement applies to the territory in which CenturyLink operates as an Incumbent Local Exchange Carrier ("ILEC") in the State of Alabama. CenturyLink shall be obligated to provide services under this Agreement only within this territory.

53.2. Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 7.7 of this Article.

54. THIRD-PARTY BENEFICIARIES

54.1. Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

55. UNAUTHORIZED CHANGES

55.1. The terms of Section 108 of Article VI apply to the resolution of any unauthorized changes regarding Number Portability.

56. USE OF SERVICE

56.1. Each Party shall make commercially reasonable efforts to ensure that its End Users comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

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57. WAIVER

57.1. A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

58. WITHDRAWAL OF SERVICES

58.1. Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyLink may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) calendar days prior written notice to **CLEC.

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ARTICLE IV: RESALE

59. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

59.1. This Article describes services that CenturyLink will make available to **CLEC for resale. All services or offerings of CenturyLink, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions, and Applicable Law. CenturyLink shall make available to **CLEC for resale any Telecommunications Services that CenturyLink currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyLink to its retail End Users via its applicable retail tariff or Price List (hereinafter, "resold services").

59.2. Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if **CLEC requests that facilities be constructed or enhanced to provide resold services, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink's retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to **CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyLink retail End Users. If the quote is accepted by **CLEC, **CLEC will be billed the quoted price and construction will commence after receipt of payment.

59.3. Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed by the CenturyLink Service Guide and Standard Practices.

59.4. CenturyLink and its suppliers shall retain all of their rights, title and interest in all facilities, equipment, software, information, and wiring, used to provide **CLEC with resold services under this Agreement.

59.5. CenturyLink shall have access at all reasonable times to **CLEC customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. **CLEC shall, at **CLEC's expense, obtain any rights and/or authorizations necessary for such access.

59.6. Except as otherwise agreed to in writing by CenturyLink, CenturyLink shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring provided by **CLEC or **CLEC's End Users for use with any resold services.

60. GENERAL TERMS AND CONDITIONS FOR RESALE

60.1. Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in FCC Rules, 47 C.F.R. §§ 64.1100, et seq., to process End User selection of primary local exchange carriers. Neither Party shall require a written Letter of Authorization (LOA) in order to process the required service orders to effectuate the migration, but instead shall follow the Blanket LOA procedures set forth in Section 31.

60.2. Customer-Initiated Change in Provider. The Parties shall comply with all applicable Commission rules regarding switching End Users from one telecommunications provider to another, including those rules governing initiating a challenge to a change in an End User's local service provider.

60.3. When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent.

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60.4. End Users with An Unpaid Balance. If an End User has an unpaid balance with CenturyLink, CenturyLink will not process a **CLEC service order for the End User until the balance is paid, unless otherwise required by Applicable Law.

60.5. **CLEC as Customer of Record. **CLEC will be the customer of record for all services purchased from CenturyLink. Except as specified herein, CenturyLink will take orders from, bill and expect payment from **CLEC for all services.

60.6. Billing. CenturyLink shall not be responsible for the manner in which **CLEC bills its End Users. All applicable rates and charges for services provided to **CLEC or to **CLEC's End Users under this Article will be billed directly to **CLEC and shall be the responsibility of **CLEC regardless of **CLEC's ability to collect; including but not limited to toll and third-party charges unless **CLEC has taken appropriate actions to restrict **CLEC's End Users' ability to incur such charges.

60.7. Local Calling Detail. Except for those services and in those areas where measured rate local service is available to End Users, monthly billing to **CLEC does not include local calling detail.

60.8. Originating Line Number Screening (OLNS). Upon request and when CenturyLink is technically able to provide and bill the service, CenturyLink will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

60.9. Timing of Messages. With respect to CenturyLink resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

61. PRICING

61.1. Calculation of the Resale Discount and the Resulting Resale Rate. The prices charged to **CLEC for local services shall be calculated as follows:

61.1.1. A discount as shown in the Pricing Appendix ("Resale Appendix") of this Article shall apply to the monthly retail rate of all Telecommunications Services made available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law. The terms "wholesale discount" and "resale discount," as used in this Article, are interchangeable.

61.1.2. The discount dollar amount calculated under Section 61.1.1 above will be deducted from the monthly retail rate of the Telecommunications Service.

61.1.3. The resulting rate is the monthly resale rate of the Telecommunications Service.

61.2. Promotions. CenturyLink shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and any special promotional rate will be subject to the applicable resale discount. CenturyLink shall make available for resale those promotional offerings that are less than ninety (90) days in duration; however, any special promotional rate will not be subject to and may not be used with the applicable resale discount. For promotional offerings that are less than ninety (90) days in duration, **CLEC may choose either the promotion or the discount at its discretion. In all cases, in order to obtain a promotional offering, **CLEC must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. **CLEC shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.

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61.3. Resale of "As Is" Services. When a CenturyLink End User changes service providers to **CLEC resold service of the same type without any additions or changes, the only applicable non-recurring charge shall be the LSR service order charge.

61.4. Resale with Changes in Services. If a **CLEC End User adds features or services when the End User changes its resold local service from CenturyLink or another CLEC to **CLEC, CenturyLink will charge CLEC the normal LSR service order charges and/or non-recurring charges associated with said additions.

61.5. Nonrecurring Charges. The resale discount, as shown in the Pricing does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement or in CenturyLink's applicable retail tariffs.

62. LIMITATIONS AND RESTRICTIONS ON RESALE

62.1. To the extent consistent with Applicable Law, **CLEC may resell local services to provide Telecommunications Services to its End Users. In addition to the limitations and restrictions set forth in this Section, CenturyLink may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.

62.2. Cross-Class Selling. **CLEC shall not resell to one class of customers a service that is offered by CenturyLink only to a particular class of customers to classes of customers that are not eligible to subscribe to such services from CenturyLink (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

62.3. Telephone Assistance Programs. **CLEC shall not resell lifeline services, services for the disabled or other telephone assistance programs. Where **CLEC desires to provide lifeline services, services for the disabled or similar telephone assistance programs to its customer, CenturyLink will resell the customer's line as a residential line (with applicable wholesale discount) and **CLEC shall be responsible for re-certifying the line pursuant to Applicable Law and for participating in the lifeline, disabled services or telephone assistance discount pool without the assistance of CenturyLink. In no event shall CenturyLink be responsible for recovering or assisting in the recovery of lifeline, disabled services or telephone assistance program discounts on behalf of **CLEC. **CLEC is exclusively responsible for all aspects of any similar **CLEC-offered program, including ensuring that any similar **CLEC-offered program(s) complies with all applicable federal and State requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of **CLEC's End Users or applicants are eligible to participate in such programs, submitting **CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

62.4. Promotional Offerings Lasting Less Than 90 Days. The resale discount does not apply to CenturyLink's promotional offerings where (i) such promotions involve rates that will be in effect for no more than ninety (90) days, and (ii) CenturyLink does not make such promotions available as sequential ninety (90)-day promotions. However, **CLEC may resell CenturyLink promotional offerings that last less than ninety (90) days subject to the terms of Section 61.2 above.

62.5. Advanced Telecommunications Services Sold to ISPs. Advanced telecommunications services ("Advanced Services") sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail Internet service offering shall not be available for resale by **CLEC under the terms of this Agreement.

62.6. Customer-Specific Pricing Agreements. **CLEC may purchase CenturyLink customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyLink. However, the resale discount does not apply to such offerings. Where **CLEC and CenturyLink are competing at retail for the same customer, CenturyLink will calculate the retail price without unreasonable delay.

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62.7. OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to **CLEC's End Users by CenturyLink's OS and DA vendors.

62.8. Special Access Services. **CLEC may purchase for resale special access services; however, no resale discount applies.

62.9. COCOT Coin or Coinless Lines. **CLEC may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.

62.10. Grandfathered Services. Services identified in CenturyLink tariffs as grandfathered in any manner are available for resale only to End Users that already have such grandfathered service. An existing End User may not move a grandfathered service to a new service location. If an End User's grandfathered service is terminated for any reason, such grandfathered service may not be reinstalled. Grandfathered services are subject to a resale discount, as provided in Section 61.1.

62.11. Universal Emergency Number Service. Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Telephone Exchange Service line resold by **CLEC whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink retail End User.

62.12. Services provided for **CLEC's Own Use. Telecommunications Services provided directly to **CLEC for its own use or for the use of its subsidiaries and affiliates and not resold to **CLEC's End Users must be identified by **CLEC as such, and **CLEC will pay CenturyLink's retail prices for such services.

62.13. **CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, its subsidiaries and affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other telecommunications providers; provided, however, that **CLEC may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

62.14. **CLEC may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff. **CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users' lines or locations onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Likewise, **CLEC shall not aggregate the resold services to individual End Users at multiple addresses to achieve any volume discount where such may be available pursuant to tariff or special promotion. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter.

63. CHANGES IN RETAIL SERVICE

63.1. CenturyLink will notify **CLEC, at the time a tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyLink offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers by posting such changes on CenturyLink's Website. Such changes may include, but not be limited to, the introduction of any new features, functions, services, promotions in excess of 90 days in duration, or the discontinuance or grandfathering of current features and services. Where **CLEC has signed up for or subscribed to CenturyLink's email notification service, CenturyLink also shall provide notice to **CLEC of such tariff changes by posting the same to CenturyLink's Website, with email notification of such postings.

64. REQUIREMENTS FOR CERTAIN SPECIFIC SERVICES

64.1. E911/911 Services. CenturyLink shall provide to **CLEC, for **CLEC End Users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). CenturyLink shall use its standard service order process to update and maintain the **CLEC customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 services on the same schedule that it uses for its own retail End Users. CenturyLink shall provide **CLEC End User information to the PSAP. **CLEC shall update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by **CLEC, and CenturyLink shall not be responsible for any failure of **CLEC to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.

64.1.1. **CLEC shall be responsible for collecting from its End Users and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to applicable law.

64.2. Suspension of Service. **CLEC may offer to resell End User-Initiated Suspension and Restoral Service to its End Users if and to the extent offered by CenturyLink to its retail End Users.

64.2.1. **CLEC may also provide CenturyLink-Initiated Suspension service for its own purposes, where available. CenturyLink shall make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. **CLEC shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

64.2.2. Should **CLEC submit a requests for a disconnection of an End User service and subsequently request reconnection of the same End User service, the terms for suspension of service will apply.

64.2.3. Service order charges and any applicable tariff or Price List fees will apply to all temporary suspension and restoral requests made by **CLEC including disconnection and subsequent reconnection requests for the same End User service.

64.2.4. Should **CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company-initiated suspension pursuant to the State-specific retail tariff, **CLEC shall be charged and shall be responsible for all appropriate monthly services charges for the End User's service from the suspension date through the disconnection date pursuant to the State-specific retail tariff subject to the Commission-approved wholesale discount.

64.2.5. Should **CLEC restore its End User, restoral charges will apply, and **CLEC will be billed for the appropriate service from the time of suspension.

64.3. End User Retention of Telephone Number. When End Users switch from CenturyLink to **CLEC, or to **CLEC from any other reseller, and if they do not change their physical service address to an address served by a different Rate Center, such End Users shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Law or regulations for number administration and Number Portability (NP). Telephone numbers may not be retained if the physical service address is changed concurrent with the switch to a new provider nor may telephone numbers be retained after a switch to a new provider if the physical

service address of the End User subsequently changes to one served by a different Rate Center.

65. PRE-ORDERING AND ORDERING

65.1. CenturyLink will provide pre-ordering and ordering services for resale services to **CLEC consistent with the CenturyLink Service Guide.

65.2. LSR Process. Where no other electronic OSS interface is being utilized, LSRs shall be electronically sent by **CLEC to CenturyLink via CenturyLink's Website (the "LSR process").

65.2.1. Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.

65.2.2. Upon work completion, CenturyLink will provide **CLEC a Service Order Completion (SOC).

65.2.3. As soon as identified, CenturyLink will provide **CLEC any reject error notifications.

65.2.4. CenturyLink will provide **CLEC with a Jeopardy Notice when CenturyLink's Committed Due Date is in jeopardy of not being met by CenturyLink. On that Jeopardy Notice, CenturyLink shall provide the revised Committed Due Date.

65.3. Telephone Number Assignments. Where **CLEC resells service to a new (not currently existing) End User, CenturyLink shall allow **CLEC to place service orders and receive phone number assignments.

65.4. Maintenance. CenturyLink will provide repair and maintenance services to **CLEC and its End Users for resold services in accordance with the terms set forth in the Maintenance Article of this Agreement, which are the same standards and charges used for such services provided to CenturyLink End Users. CenturyLink will not initiate a maintenance call or take action in response to a trouble report from a **CLEC End User until such time as trouble is reported to CenturyLink by **CLEC. **CLEC must provide to CenturyLink all End User information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the CenturyLink Guide.

65.5. Line Loss Notification. CenturyLink will provide **CLEC with an electronic line loss notification when a **CLEC resale customer changes its local carrier.

65.6. **CLEC as Single Point of Contact. CenturyLink will recognize **CLEC as the single and sole point of contact for all **CLEC End Users. **CLEC will provide CenturyLink with the names of authorized individuals that can remit or inquire about its LSRs.

65.7. Misdirected Calls. CenturyLink shall refer all questions received directly from **CLEC End Users back to **CLEC for handling.

65.8. Communications with Other Party's Customers or Prospective Customers. The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall not in any way disparage or discriminate against the other Party or that other Party's products and services. The Parties shall not solicit each others' End Users during such inquiries.

65.9. Ordering and Provisioning Hours. CenturyLink will provide ordering and provisioning coordination for resale services Monday through Friday, during the business hours specified in the Service Guide, through its Resale Service Center. **CLEC may request expedited provisioning or provisioning outside of the normal work day. However, **CLEC agrees to pay any additional costs and/or non-recurring charges associated with expediting any resale service request as set forth in the attached Resale Appendix.

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65.10. As-Is Transfers. CenturyLink will accept orders for As-Is Transfer (AIT) of services from CenturyLink to **CLEC where CenturyLink is the End User's current local exchange carrier.

65.11. Transfers Between **CLEC and another Reseller of CenturyLink Services. When **CLEC has obtained an End User from another reseller of CenturyLink services, **CLEC will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.

66. OTHER OPERATIONAL MATTERS

66.1. CenturyLink will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex service orders charges pursuant to tariff or Price List terms may apply.

66.2. Where technically feasible, CenturyLink's ordering center will coordinate support for all designed and/or complex resale services provided to **CLEC.

66.3. CenturyLink will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third-party or collect calls) by line or trunk on an individual switching element basis, to the extent that CenturyLink provides such blocking capabilities to its End Users and to other CLECs, but only to the extent required by Applicable Law.

66.4. When ordering a resale service via an LSR service order, **CLEC may order separate interLATA and intraLATA service providers (i.e., two PICs) on a line or trunk basis, and **CLEC agrees to pay the applicable service order and PIC charges associated with such order. CenturyLink will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

66.5. CenturyLink's retail sales and marketing personnel will not have access to information regarding **CLEC's requests for resold services or other competitively sensitive information.

67. ORDER DUE DATE

67.1. Order Due Date. When **CLEC submits an LSR, **CLEC will specify a desired Due Date (DDD) and CenturyLink will specify a due date (DD) based on the available dates within the applicable interval.

67.2. Requests to Expedite. If expedited service is requested, **CLEC will populate the "Expedite" and "Expedite Reason" fields on the LSR. CenturyLink will use commercially reasonable efforts to accommodate the request, however, CenturyLink reserves the right to refuse an expedite request if resources are not available. If an expedite request is granted, applicable expedite service order charges, as set forth in the Pricing Appendix, will apply.

67.3. Escalation Procedures and Dispute Resolution. **CLEC will follow the documented escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions set forth in this Agreement.

68. REPAIR AND MAINTENANCE REQUIREMENTS

68.1. CenturyLink will provide repair and maintenance services for all resale services in accordance with the terms and conditions of this Article and the Maintenance Article.

69. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

69.1. CenturyLink will perform testing (including trouble shooting to isolate any problems) of resale services purchased by **CLEC in order to identify any new circuit failure performance problems. Each Party will utilize CenturyLink's routine maintenance procedures for isolating and reporting troubles.

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69.2. Where available, CenturyLink will perform pre-testing in support of complex resale services ordered by **CLEC.

70. ACCESS CHARGES

70.1. CenturyLink retains all revenue due from other carriers for access to CenturyLink's facilities, including both switched and special access charges. CenturyLink retains all switched access revenues when providing switched access services for **CLEC's retail End Users served via resale. When **CLEC resells special access to its End User customers, CenturyLink is not entitled to any special access revenues from **CLEC's End Users.

71. RESALE OF **CLEC'S TELECOMMUNICATIONS SERVICES

71.1. While this Article addresses the provision of certain CenturyLink services to **CLEC for resale by **CLEC, the Parties also acknowledge that **CLEC is required pursuant to 47 U.S.C. § 251(b) to provide its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, **CLEC and CenturyLink shall negotiate an amendment to provide for resale of **CLEC's Telecommunications Services under terms and conditions that are no less favorable than those offered by CenturyLink to **CLEC under this Agreement.

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ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

72. SERVICES COVERED

72.1. To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, **CLEC will interconnect its network with CenturyLink's network for the transmission and routing of Telephone Exchange Service and Exchange Access. Upon **CLEC's request, CenturyLink will provide Interconnection at any technically feasible point within CenturyLink's network in conformity with this Article and Applicable Law.

72.2. This Article governs the provision of internet-work facilities (i.e., physical connection services and facilities), by CenturyLink to **CLEC or by **CLEC to CenturyLink and the transport and termination and billing of Local Traffic between CenturyLink and **CLEC.

73. NETWORK INTERCONNECTION METHODS

73.1. This Section sets forth the terms and conditions that Network Interconnection Methods (NIMs) are provided between CenturyLink and **CLEC. Network Interconnection Methods designates facilities established between the Parties' Networks. Additionally, this Section describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End Users of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

73.2. Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and Fiber Meet Interconnection, as defined in Section 73.6, and other methods as mutually agreed to by the Parties.

73.3. Trunking requirements associated with Interconnection are contained in Section 74.

73.4. CenturyLink shall provide Interconnection for **CLEC's facilities and equipment for the transmission and routing of Telephone Exchange Service and Exchange Access, at a level of quality equal to that which CenturyLink provides itself, a subsidiary, an affiliate, or any other party to which CenturyLink provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

73.5. Physical Architecture

73.5.1. CenturyLink's network includes but is not limited to End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Exchange Area. The physical architecture plan will be discussed during an initial call and any necessary subsequent network interconnection calls between the Parties. **CLEC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection facilities between **CLEC switch(es) and CenturyLink's End Office(s) and/or tandems. The physical architecture plan will be in accordance with Forecasting and Planning requirements in this Article and, at a minimum, include the location of **CLEC's switch(es) and CenturyLink End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities.

73.5.2. Points of Interconnection (POIs). A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Requirements for a Local POI are set forth in this Article. In some cases, multiple POI(s) may be necessary to provide the best

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technical implementation of Interconnection requirements to each End Office within a CenturyLink company's service area.

73.5.3. The Parties agree to meet as often as necessary to negotiate the location and NIM of new POIs except that the Parties agree that POIs required by the terms of Section 74.3.2 will be established. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs if required.

73.5.4. Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Section. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI(s).

73.5.5. Either Party must provide thirty (30) days written notice of any changes to the physical architecture plan.

73.5.6. Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

73.5.7. Technical Interfaces

A. Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at their respective end.

B. Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Super-frame protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

73.6. Methods of Interconnection

73.6.1. Leased Facility Interconnection ("LFI").

A. Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable tariff, may lease facilities from a third party or may construct or otherwise self-provision facilities.

B. To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection through Collocation arrangements offered by CenturyLink pursuant to this Agreement or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available. As set forth in the Additional Services Article, if no applicable Tariff is available, CenturyLink shall provide Collocation to **CLEC pursuant to a separately provided Collocation agreement.

73.6.2. Fiber Meet Interconnection

A. Fiber Meet Interconnection between CenturyLink and **CLEC can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyLink End Office and **CLEC's premises within the

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local calling area. **CLEC shall request a Fiber Meet Point of Interconnection by submitting a BFR for the same pursuant to Section 16.

B. Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETwork (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 74 of this Article shall be provisioned over this facility.

C. Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

D. Fiber Meet design options include, but are not limited to, the following:

1) Design One: **CLEC's fiber cable (four, or some integral multiple thereof, fibers) and CenturyLink's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the **CLEC and CenturyLink locations. This Interconnection point would be at a mutually agreeable location.

2) Design Two: **CLEC will provide fiber cable to the last entrance (or CenturyLink designated) manhole at the CenturyLink End Office switch. CenturyLink shall make all necessary preparations to receive and to allow and enable **CLEC to deliver fiber optic facilities into that manhole. **CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for CenturyLink to pull the fiber cable through the CenturyLink cable vault and terminate on the CenturyLink fiber distribution frame (FDF) in CenturyLink's office. **CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. CenturyLink shall take the fiber from the manhole and terminate it inside CenturyLink's office on the FDF at **CLEC's expense. In this case the POI shall be at the CenturyLink FDF.

3) Design Three: Both **CLEC and CenturyLink each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. CenturyLink will provide the fibers associated with the "working" side of the system. **CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate

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technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the CenturyLink location.

E. The **CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyLink. This location is **CLEC's responsibility to provision and maintain.

F. The CenturyLink location includes all CenturyLink FOTs, multiplexing and fiber required to terminate the optical signal provided from **CLEC. This location is CenturyLink's responsibility to provision and maintain.

G. Pursuant to the mutually agreed upon implementation terms of **CLEC's Fiber Meet BFR, CenturyLink and **CLEC shall procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by Section 73 for the purposes of Interconnection.

H. Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

I. **CLEC and CenturyLink will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by **CLEC and CenturyLink.

73.7. Responsibilities of the Parties

73.7.1. **CLEC and CenturyLink shall work cooperatively to install and maintain a reliable network. **CLEC and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

73.7.2. **CLEC and CenturyLink will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.

73.7.3. **CLEC and CenturyLink shall:

A. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

B. Notify each other when there is any change affecting the service requested, including the due date.

C. Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

73.8. Joint Facility Growth Planning

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73.8.1. The initial facilities deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

73.8.2. Criteria. Investment is to be minimized. Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Section 17 and Section 74.6 and are to be deployed in accordance with the Processes described below.

73.8.3. Processes

A. In addition to the joint trunk group forecasting established in Section 16, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

B. Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 74.7 will be used in determining trunk group sizing requirements and forecasts.

C. If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

D. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

E. The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

74. INTERCONNECTION TRUNKING REQUIREMENTS

74.1. This Section sets forth terms and conditions for Interconnection provided by CenturyLink and **CLEC, and provides descriptions of the trunking requirements between **CLEC and CenturyLink. All references to incoming and outgoing trunk groups are from the perspective of **CLEC. The paragraphs below describe the required and optional trunk groups for local and mass calling.

74.2. Local trunk groups may only be used to transport traffic between the Parties' End Users pursuant to the terms of this Article. A Party will not originate any Local Traffic to the other Party except via the trunk group established for the exchange of Local Traffic.

74.3. One Way and Two Way Trunk Groups

74.3.1. One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where **CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF. The originating Party will have administrative control of one-way trunk groups.

74.3.2. The Parties agree that separate two-way trunk groups for local, IntraLATA and InterLATA traffic shall be established between a **CLEC switch and a CenturyLink End Office switch pursuant to the terms of this Article. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where **CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to

use MF. Two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI. The costs associated with transporting Information Access Traffic and/or ISP-Bound Traffic to **CLEC shall be the sole responsibility of **CLEC. For administrative consistency **CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use ASRs to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

74.3.3. Notwithstanding 74.3 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. If either Party wants to provision its own one-way trunks, this must be agreed to by both Parties. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 25.

74.3.4. Separate local trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically stated otherwise in this Agreement:

A. 911/E911 trunks;

B. Mass Calling Trunks, if applicable; and

C. Toll Free Service trunks where **CLEC provides such service to its customers.

74.4. Direct and Indirect Connection

74.4.1. Indirect Network Connection

A. Indirect Network Connection in intended only for de minimis traffic associated with **CLEC “start-up” market entry into a CenturyLink local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyLink end offices and a **CLEC switch in instances where, and only so long as, none of the triggers set forth in Section 74.4.2 of this Article have been reached.

B. Indirect Network Connection shall be accomplished by CenturyLink and **CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem Switch serving the CenturyLink end office. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem. The POI shall be the existing meet point between CenturyLink and the third party tandem operator. The POI shall be the demarcation point for each Party’s financial responsibility for these interconnecting network facilities.

C. The Parties agree to enter into their own agreements with third-party providers. In the event that **CLEC sends traffic through CenturyLink’s network to a third-party provider with whom **CLEC does not have a traffic interexchange agreement, then **CLEC agrees to indemnify CenturyLink for any termination charges rendered by a third-party provider for such traffic.

D. To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Traffic on a single trunk group for indirect delivery

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through a tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN information may be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.

74.4.2. Direct Network Connection and Local Point of Interconnection (POI)

A. Unless the parties mutually agree otherwise, a Direct Network Connection and a Local POI shall be established upon occurrence of any of the triggers set forth in this Section. In some cases, multiple POI(s) will be necessary to provide the best technical implementation of Interconnection requirements to each End Office within CenturyLink's service area.

B. A Direct Network Connection shall be established by connecting **CLEC's network to CenturyLink's network at a mutually agreed upon point on CenturyLink's network within the CenturyLink local exchange. The connection can be established in any of the manners described in Section 73 of this Article.

C. The Direct Network Connection point established in Section 74.4.2 of this Article shall also be the Local POI. Each party shall be responsible for establishing and maintaining all facilities on its side of the Local POI. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI.

D. Unless the parties agree otherwise, a Direct Network Connection and Local POI shall be established upon the occurrence of either of the following:

1) **CLEC has begun serving End Users within a CenturyLink local exchange, or has assigned to any End User numbers that are rated to a rate center that is within the local calling area of a CenturyLink exchange and the resulting Local Traffic that is to be exchanged between the Parties is equal to or greater than a DS-1 trunk equivalency as described below.

2) Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed $200.00 for one month.

E. A DS-1 trunk equivalency is deemed established in any the following instances:

1) Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is equal to or exceeds twenty-four (24) for three (3) consecutive months, or for three (3) months of any consecutive five (5) month period.

2) Combined two-way traffic between two single switches of each Party reaches two-hundred thousand (200,000) combined minutes of use per month for two (2) consecutive months, or for any two (2) months in a consecutive three-(3) month period.

3) At any point where a traffic forecast prepared pursuant to requirements of Section 16 or Section 74.6 indicates that

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combined two-way traffic between two single switches of each Party will exceed 200,000 minutes of use per month.

4) In any instance where **CLEC has requested to port a number or numbers associated with an End User customer and it is known that local trunks previously associated with that customer and those numbers equaled or exceeded 24. In any other instance where it can be shown that a customer that **CLEC is about to serve previously had 24 or more local trunks associated with the service that the customer will disconnect or has disconnected in migrating its service to **CLEC.

5) In any instance where **CLEC is providing a tandem function then **CLEC must direct connect to CenturyLink pursuant to the terms of this section. In such as case, **CLEC must also record and provide billing records for that traffic transiting **CLEC's switch and terminating to CenturyLink.

F. The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in Section 74 has occurred.

G. All traffic received by CenturyLink on the direct End Office trunk group from **CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by **CLEC on the direct End Office trunk group from CenturyLink must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch unless otherwise made technically available by CenturyLink. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

H. **CLEC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. **CLEC and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, CenturyLink requires separate trunk groups from **CLEC to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent **CLEC desires to have any IXCs originate or terminate switched access traffic to or from **CLEC, using jointly provided switched access facilities routed through a CenturyLink access tandem, it is the responsibility of **CLEC to arrange for such IXC to issue an ASR to CenturyLink to direct CenturyLink to route the traffic. If CenturyLink does not receive an ASR from the IXC, CenturyLink will initially route the switched access traffic between the IXC and **CLEC. If the IXC subsequently indicates that it does not want the traffic routed to or from **CLEC, CenturyLink will not route the traffic.

1) Each Party agrees to route traffic only over the proper jurisdictional trunk group.

2) Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

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3) Neither party shall route Switched Access Service traffic over local connection trunks, or Local Traffic over Switched Access Service trunks.

4) Notwithstanding the foregoing, Toll VoIP-PSTN Traffic may be exchanged on the same facility as used for trunk groups carrying Local Traffic and ISP Bound Traffic.

74.5. Trunk Groups. The following trunk groups shall be used to exchange local traffic between **CLEC and CenturyLink.

74.5.1. Local Interconnection Trunk Group(s) in Each Exchange. Direct End Office Trunking. The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Section 74.4.2.

74.5.2. Where either Party offers direct or ported local service to End Users, that Party must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area where service is offered.

74.5.3. **CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, CenturyLink will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by **CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

74.5.4. High Volume (HV) / Mass Calling (Choke) Trunk Group. If **CLEC should acquire a HV/Mass Calling customer, i.e. an ISP or a radio station, **CLEC shall provide written notification to CenturyLink.

74.6. Forecasting and Planning Responsibilities

74.6.1. **CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities pursuant to Section 16. CenturyLink shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to **CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. **CLEC shall provide subsequent forecasts on a semi-annual basis. **CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three years. Forecasts shall be non-binding on both CenturyLink and **CLEC. CenturyLink shall take **CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to have available for turn up the quantity of interconnection trunks and facilities forecasted by the **CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time.

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74.6.2. The semi-annual forecasts shall include:

A. Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

B. A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

74.6.3. The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

74.6.4. **CLEC shall be responsible for forecasting two-way trunk groups. CenturyLink shall be responsible for forecasting and servicing the one-way trunk groups terminating to **CLEC and **CLEC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyLink, unless otherwise specified in this section. Standard trunk traffic engineering methods will be used by the Parties.

74.6.5. If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.

74.6.6. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

74.6.7. CenturyLink shall attempt to meet **CLEC's requests for interconnection using Currently Available facilities and capacity. CenturyLink shall have no obligation to construct additional facilities or capacity to meet **CLEC's requests for Interconnection. However, if CenturyLink refuses a **CLEC request due to lack of facilities or lack of capacity, **CLEC may request to work with CenturyLink to establish a construction plan, and **CLEC shall bear all costs associated with engineering and constructing such additional facilities or capacity.

74.6.8. Notwithstanding the above, if **CLEC determines to offer local exchange service within a CenturyLink area, EAS to a CenturyLink' area or otherwise assign numbers rated to the CenturyLink exchange, **CLEC shall provide thirty (30) days written notice to CenturyLink of the need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

A. Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.

B. If **CLEC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional CenturyLink

Central Offices, **CLEC shall provide written notice to CenturyLink to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If CenturyLink deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional **CLEC Central Offices in such local exchange, CenturyLink shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

74.7. Trunk Design Blocking Criteria. In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon a time consistent average busy season busy hour Erlang B .001 factor.

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	.01%

74.8. Trunk Servicing

74.8.1. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in Section 3.2), CenturyLink will issue ASRs for trunk groups for traffic that originates from CenturyLink and terminates to **CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

74.8.2. Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

74.8.3. Underutilization. Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

A. If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

B. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the initiating ASR.

C. Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

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74.9. **CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.

74.10. Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this section shall be in accordance with CenturyLink Standard Practices. If either **CLEC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

74.11. Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 74 of this Article using Design Blocking Objectives stated in Section 74.7 of this Article.

74.12. Should **CLEC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard, CenturyLink is not obligated to provide such trunking unless **CLEC agrees in writing to pay for the excess trunking on the CenturyLink side of the POI.

74.13. Trunk Data Exchange

74.13.1. Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

74.13.2. Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

74.14. Network Management

74.14.1. Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. **CLEC and CenturyLink will immediately notify each other of any protective control action planned or executed.

74.14.2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

74.14.3. Temporary Mass Calling. **CLEC and CenturyLink shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

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75. MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING

75.1. Introduction. This Section of Article IV sets forth terms and conditions for mutual compensation for transport, termination, and transiting provided by CenturyLink and **CLEC.

75.2. Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation.

75.2.1. The Telecommunications traffic exchanged between **CLEC and CenturyLink will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

A. All voice calls exchanged between the Parties originating from or terminating to the PSTN shall be jurisdictionalized and compensated in the same manner (e.g., reciprocal compensation, interstate access, and intrastate access) regardless of the technology used to originate, terminate, or transport the call, including voice calls that are transmitted in part via the public Internet or a private IP network (VoIP) that originate from or terminate to the PSTN.

B. "Local Traffic," for purposes of intercarrier compensation, is Telecommunications traffic that is directly exchanged between the Parties and is originated by a End User of one Party in an exchange on that Party's network and terminated to a End User of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area, including those mandated by law, associated with the originating customer's exchange as defined by CenturyLink's applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same CenturyLink local calling area as such local calling area is defined by CenturyLink's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ pre-subscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic. All voice calls exchanged between the Parties originating from or terminating to the PSTN shall be jurisdictionalized and compensated in the same manner (e.g., reciprocal compensation, interstate access, and intrastate access) regardless of the technology used to originate, terminate, or transport the call, including voice calls that are transmitted in part via the public Internet or a private IP network (VoIP) that originate from or terminate to the PSTN.

C. "ISP-Bound Traffic" means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the local calling area of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

D. IP-Enabled Voice Traffic originated by a End User of one Party in an exchange on that Party's network and terminated to a End User of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by CenturyLink's applicable local exchange tariff shall be included in Local Traffic. IP-Enabled Voice Traffic directed to a terminating End User physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

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75.2.2. Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party's switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 75.14 of this Article.

A. For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their End Users, **CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, **CLEC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If **CLEC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.

B. If **CLEC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to **CLEC End-Users physically located outside of the rate center to which the NPA/NXX is assigned, CenturyLink traffic originating from within the rate center where the NPA/NXX is assigned and terminating to such Virtual NXX (VNXX) End-Users at a location outside the CenturyLink originating rate center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from CenturyLink to **CLEC.

C. Further, **CLEC agrees to identify such VNXX traffic to CenturyLink and to compensate CenturyLink for originating and transporting such traffic to **CLEC at CenturyLink's tariffed switched access rates. If **CLEC does not identify such traffic, CenturyLink will, to the best of its ability, determine which whole **CLEC NPA/NXXs have been so assigned and CenturyLink shall charge the applicable rates for originating access service as reflected in CenturyLink's applicable access tariff. CenturyLink shall make appropriate billing adjustments if **CLEC can provide sufficient information for CenturyLink to determine the actual jurisdiction of the traffic.

D. If **CLEC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to **CLEC End-Users physically located both within and outside of the rate center to which the NPA/NXX is assigned, then **CLEC agrees to work with CenturyLink to develop a Percent Local Usage (PLU) factor for the traffic to those **CLEC End Users physically located within the rate center. CenturyLink shall use the PLU to determine the VNXX traffic subject to originating access charges pursuant to Section 75.2.2 (C) of this Article. Actual call records shall be used to determine PLU where such are available. If actual call records are not available, **CLEC and CenturyLink will jointly negotiate a PLU. The PLU will be updated no more often than once per year.

75.2.3. Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. **CLEC and CenturyLink agree to terminate each other's ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis of reciprocal compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.

75.2.4. When **CLEC establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable

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of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.

75.2.5. The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the F.C.C. or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.

75.3. As set forth in Section 75.2 of this Article, IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

75.3.1. Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

75.3.2. Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

75.3.3. Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

75.4. VoIP-PSTN Traffic

75.5. Local VoIP-PSTN Traffic. **CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e., the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, **CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

75.6. Toll VoIP–PSTN Traffic. **CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem at each Party's interstate access rates. Toll VoIP-PSTN Traffic will be identified as intrastate Intralata Toll Traffic, interstate Intralata Toll Traffic, intrastate Interlata Toll Traffic, or Interstate Interlata Toll Traffic by using the originating and terminating call detail

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information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e., the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, **CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

75.7. Toll VoIP-PSTN Traffic which is Intralata Toll Traffic or Interlata Toll Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor identified herein this Agreement to determine the amount of intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic. The Parties shall also apply the Contract-PVU factor to any intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rates. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

75.8. The Contract-PVU factor shall be the percentage of total terminating intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic which is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU factor, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g., as reported on F.C.C. Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties.

75.9. Any factors established by the Parties for sections 75.7 and 75.8 shall be based on the particular characteristics of the traffic exchanged within the State between **CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

75.10. The facilities, or portion thereof, leased by **CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to access tariff rates. CenturyLink reserves the right to amend this agreement to define an additional Toll VoIP-PSTN usage percentage if such factor is necessary.

75.11. CenturyLink shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all Toll VoIP-PSTN Traffic on an automated basis.

75.12. Each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN), JIP and destination called party number, etc.), as required by Applicable Rules and further clarified by the F.C.C. Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks.

75.13. Responsibilities of the Parties

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75.13.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

75.13.2. Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.

75.13.3. Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

75.13.4. Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

75.13.5. Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

75.14. Local Traffic Compensation

75.14.1. The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks.

75.14.2. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. When the actual usage data in the study indicates that the Local Traffic terminated both directly or indirectly by either Party, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, is more than sixty percent (60%) of the total combined terminated minutes of both Parties for three (3)

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consecutive months, that Party may notify the other Party by registered letter that mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, pursuant to the rates set forth in Article VII of this Agreement. The written notice must be accompanied by verifiable information supporting the out-of-balance determination, except that such information may alternatively be sent in electronic format at the notifying Party's discretion or the receiving Party's request. Following such notice, billing shall begin and continue for the duration of the Term of this Agreement unless the out-of-balance determination is reversed pursuant to the dispute resolution process or subsequent traffic studies (not more frequent than every 6 months) indicate that the traffic has changed to reflect that neither Party terminates more than 60% of the total traffic.

75.14.3. End Office Termination Rate. The End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

75.15. Billing for Mutual Compensation

75.15.1. Direct Interconnection

A. Where the Parties utilize Direct Interconnection for the exchange of traffic between their respective networks, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

B. Where SS7 connections exist between CenturyLink and **CLEC, unidentified traffic (i.e. without CPN or JIP) will be handled in the following manner.

1) If the amount of unidentified traffic is less than five percent (5%) of the total traffic, it will be treated as having the same jurisdictional ratio as the identified traffic.

2) If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges.

2) The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered.

3) The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

75.15.2. Indirect Interconnection

A. For any traffic exchanged between the Parties via third party tandems, each Party shall utilize records provided by the tandem operator to invoice for traffic terminating on its network. The Parties agree to accept

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the billing records from the tandem operator as representative of the traffic exchanged between the Parties.

B. To calculate intrastate toll access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The Parties shall provide a separate PLU for each CenturyLink operating company covered under this Agreement. The percentage of originating Local Traffic plus ISP-Bound Traffic to total intrastate (Local Traffic, ISP-Bound Traffic, and intraLATA toll) originating traffic would represent the PLU factor.

75.15.3. Audits of usage associated with Reciprocal Compensation shall be performed as specified in Section 12.1.2

75.15.4. The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

75.16. Transit Traffic

75.16.1. All references to CenturyLink Tandems in this section pertain only to those locations where CenturyLink currently owns a Tandem and where the CenturyLink End Offices at which traffic is to be exchanged are actually connected to the CenturyLink Tandem. CenturyLink Tandem services are not available 1) at CenturyLink End Offices or 2) to CenturyLink End Offices where the End Offices are not connected to a CenturyLink Tandem.

75.16.2. Where CenturyLink is a tandem owner, Transit Service is provided by CenturyLink to **CLEC via ** CLEC's connection to the Tandem to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, another LEC, or a wireless carrier) that is connected to the Tandem. To the extent that **CLEC owns an Access Tandem Switch, as designated in the LERG, **CLEC may also provide Transit Service to CenturyLink.

75.16.3. For purposes of the Agreement, Transit Traffic does not include traffic that is carried by Interexchange Carriers at any point during the end-to-end transmission of the communication. For purposes of this Agreement, traffic carried at any point during the end-to-end transmission of the communication by one or more Interexchange Carriers is defined as Jointly-Provided Switched Access Service Traffic to which Sections 75.16.4 and 74.4.1 of this Article apply.

75.16.4. CenturyLink will accept Transit Traffic originated by **CLEC for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch. CenturyLink will also terminate Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch to **CLEC, subject to the following.

A. To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

B. The originating carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The Parties agree to enter into traffic exchange agreements with third-party Telecommunications Carriers prior to delivering traffic to be

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transited to third-party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with which the originating Party does not have a traffic exchange agreement, the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third-party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys' fees and expenses. In the case of IntraLATA Toll Traffic where CenturyLink is the designated IntraLATA Toll provider for existing LECs, CenturyLink will be responsible for payment of appropriate usage rates.

C. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third-party terminations.

D. The following rates shall apply to Transit Traffic depending on the type of traffic being transited:

1) Transit of Local Traffic: Switching and transport rates will be charged to the originating Party.

2) Transit of IntraLATA Toll Traffic: A per-minute-of-use rate will be charged to the originating Party, as contained in CenturyLink's state access tariff.

3) Transit of Jointly-Provided Switched Exchange Access Service Traffic: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective F.C.C. and state access Tariffs.

75.16.5. When CenturyLink receives an un-queried call from **CLEC to a telephone number that has been ported to another local service provider, the transit rate and LNP dip charge set forth in CenturyLink's applicable tariff shall apply.

75.17. Billing. When direct connection is implemented, CenturyLink shall render to **CLEC a bill for direct connection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

75.17.1. Billing Specifications

A. The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

B. Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

C. Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

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76. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

76.1. Every interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Article and this Agreement, which are legitimately related to such interconnection or service.

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ARTICLE VI: UNBUNDLED NETWORK ELEMENTS (UNES)

77. INTRODUCTION

77.1. In accordance with this Agreement and Applicable Law, CenturyLink agrees to provide **CLEC access to certain CenturyLink Network Elements on an unbundled basis ("Unbundled Network Elements" or "UNEs") individually, and in combination with other CenturyLink Network Elements (Combinations), for the provision of Telecommunications Services. Notwithstanding any other provision of this Agreement, CenturyLink shall only be obligated to provide UNEs and Combinations to **CLEC to the extent required by this Agreement and Applicable Law and may decline to provide UNEs and/or Combinations to **CLEC to the extent that provision of such UNEs and/or Combinations are not required by this Agreement or Applicable Law.

78. GENERAL TERMS AND CONDITIONS

78.1. In addition to the more specific terms and conditions set forth in this Article governing specific UNEs or services, the terms and conditions of this Section 2 also shall apply with respect to the provisioning of each UNE or service made available under this Agreement.

78.2. Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyLink will provide **CLEC with nondiscriminatory access to the UNEs made available under this Article. In providing access to UNEs under this Agreement, and to the extent required by Applicable Law, CenturyLink shall provide **CLEC, upon **CLEC's request, access to all of the features, functions and capabilities of such UNEs in a manner that allows **CLEC to provide any Telecommunications Service that can be offered by means of such UNEs. Subject to the terms and conditions of this Article, **CLEC may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other CenturyLink Network Elements or UNEs (Combinations) in order to permit **CLEC to provide Telecommunications Services to its End Users. Subject to the terms and conditions of this Agreement, and to the extent required by Applicable Law, **CLEC may also commingle a UNE or Combination with other wholesale services **CLEC has obtained from CenturyLink to provide Telecommunications Services to its End Users.

78.3. Quality of UNEs and Access to UNEs. To the extent technically feasible, the quality of a UNE provided by CenturyLink to **CLEC, as well as the quality of the access to such UNE, shall be equal in quality to that which CenturyLink provides to itself. If such quality is not technically feasible, the quality of such UNE or access to such UNE shall be the same for all CLECs that have requested access to such UNE.

78.4. Ordering Processes & Provisioning Intervals. Unless expressly stated otherwise in this Article, the ordering processes and standard provisioning intervals applicable to UNEs made available pursuant to this Article shall be as set forth in the CenturyLink Standard Practices. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyLink provisions the same Network Elements to itself.

78.4.1. **CLEC submits to CenturyLink UNE orders that are more than twenty percent (20%) in excess of **CLEC's forecasted needs, CenturyLink's standard provisioning intervals shall not apply to any UNE orders in excess of those forecasted by **CLEC.

78.5. Existing Facilities. CenturyLink shall be obligated to provide UNEs pursuant to this Agreement only to the extent such UNEs (and the equipment and facilities necessary to provide such UNEs) are Currently Available in CenturyLink's network. Except as otherwise required by Applicable Law, CenturyLink shall have no obligation to construct or deploy new facilities or equipment in order to provision a UNE to satisfy **CLEC's request.

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78.6. Statutory Restriction. **CLEC shall not access a UNE for the exclusive purpose of providing mobile wireless services or interexchange services. **CLEC may access UNEs for the purpose of providing a Telecommunications Service, which does not include the provision of telecommunications utilized by **CLEC for its own use, administrative or otherwise. **CLEC shall only use UNEs in compliance with applicable federal and state laws, regulations, rules, and orders and determinations of a court of competent jurisdiction. **CLEC shall also only use UNEs in compliance with the tariff restrictions for the type of local service from which the UNE is derived.

78.7. Access to UNEs. Except as otherwise expressly stated in this Agreement, **CLEC shall access CenturyLink's UNEs provided pursuant to this Article via a Collocation arrangement in accordance with Article IX (Additional Services) at the CenturyLink Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation arrangement by means of a cross connect. For each UNE, to the extent appropriate, CenturyLink will provide a demarcation point (e.g., an interconnection point at a digital signal cross connect or 90/10 splitter, or other appropriate demarcation point) and, if necessary, suitable access to such demarcation point. However, where CenturyLink provides contiguous UNEs to **CLEC, CenturyLink will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the Combination is handed off to **CLEC.

78.8. Proprietary Network Elements. **CLEC shall not request unbundled access to any CenturyLink proprietary Network Element. Any dispute between the Parties as to whether a Network Element is proprietary to CenturyLink shall be subject to the requirements and process set forth in 47 C.F.R. § 51.317.

78.9. Changes in Law. Notwithstanding anything elsewhere in this Agreement, the Parties expressly agree that any changes to ILEC unbundling obligations that occur after the Effective Date of this Agreement as a result of a change in law, including but not limited to, changes to the Act or changes to the FCC's rules governing the unbundling of Network Elements shall be subject to the change-in-law provisions set forth in Section 17 of Article III.

78.10. BFR Process. To the extent CenturyLink is required by Applicable Law to make UNEs other than those specifically identified in this Article available to **CLEC, CenturyLink will make such UNEs available to **CLEC pursuant to the BFR process set forth in Article III, Section 10.

78.11. Routine Network Modifications. At **CLEC's request, CenturyLink will make Routine Network Modifications to unbundled loops and Dedicated Transport to the extent required by Applicable Law, as more fully set forth below in Sections 80.3 and 82.6, respectively.

78.12. Combinations.

78.12.1. Upon **CLEC's request, and subject to Section 78.12.3, CenturyLink will provide UNEs in a manner that allows **CLEC to combine such Unbundled Network Elements in order to provide a Telecommunications Service to its End Users.

78.12.2. CenturyLink shall not separate UNEs requested by **CLEC that CenturyLink currently combines in its network to provide local service. CenturyLink will provide **CLEC access to UNE Combinations that CenturyLink ordinarily combines in its network. A UNE Combination shall not be considered "ordinarily combined," and CenturyLink will not have an obligation to provide the Combination, if (1) CenturyLink does not provide services using such a Combination of UNEs; (2) CenturyLink does provide services using such Combination but such provisioning is extraordinary (i.e., a limited Combination of Network Elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the Network Element

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Combination contains a Network Element that the Commission does not require CenturyLink to provide as a UNE.

78.12.3. Upon **CLEC's request, CenturyLink will perform the functions necessary to combine the UNEs requested by **CLEC, provided that such combination(s):

A. is technically feasible; and

B. would not undermine the ability of other carriers to obtain access to UNEs or to interconnect with CenturyLink's network.

78.12.4. In the event that CenturyLink denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with another service or Network Elements possessed by **CLEC, CenturyLink shall provide written notice to **CLEC of such denial and the basis thereof.

78.12.5. Eligibility Requirements for Access to Certain UNE Combinations/EELs.

A. Subject to Section 78.12.3 above, CenturyLink will make available to **CLEC Enhanced Extended Links (EELs) and other forms of UNE Combinations on the terms and conditions set forth in this Section.

B. "Enhanced Extended Link" or "EEL" means a UNE Combination consisting of a UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of a voice grade to DS0 level UNE Local Loop combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the "Eligibility Requirements" set forth in Section 78.12.5.(D) and its subsections below.

C. If an EEL is made up of a Combination that includes one or more of the following described Combinations (the "High-Capacity EEL"), each circuit to be provided to each customer is required to terminate in a Collocation arrangement that meets the requirements of Section 78.12.5 (D3) below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE loop must be accessed by **CLEC at such a **CLEC Collocation arrangement via a cross-connect). The following High-Capacity EELs or Combinations shall be subject to the Eligibility Requirements set forth in Section 78.12.5.(D) below:

1) an unbundled DS1 loop in Combination, or Commingled, with a DS1 Dedicated Transport or DS3 or higher Dedicated Transport facility or service;

2) an unbundled DS3 loop in Combination, or Commingled, with a DS3 or higher Dedicated Transport facility or service;

3) an unbundled DS1 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;

4) an unbundled DS3 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service; or

5) an unbundled DS3 loop or DS3 or higher channel termination service.

D. Eligibility Requirements. CenturyLink shall not be required to provide access to the High-Capacity EELs described in Section 78.12.5.(B)

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unless **CLEC satisfies all of the following conditions set forth below in this Section for each and every High-Capacity EEL requested:

1) **CLEC (directly and not via an Affiliate) has received state certification from the Commission to provide local voice service in the area being served.

2) The following criteria also must be satisfied for each High-Capacity EEL, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1-equivalent circuit on a DS3 EEL:

   a) Each circuit to be provided by **CLEC to each End User will be assigned a local number prior to the provision of service over that circuit. This requires, for example, that each DS1 circuit have at least one (1) local telephone number. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include toll charges and shall not require dialing special digits beyond those normally required for a local voice call;

   b) Each DS1-equivalent circuit on a DS3 EEL or on any other High-Capacity EEL must have its own local telephone number assignment, so that each DS3 circuit has at least 28 local voice telephone numbers assigned to it;

   c) Each circuit to be provided by **CLEC to each End User will have 911 or E911 capability prior to the provision of service over that circuit;

   d) Each circuit to be provided by **CLEC to each End User will terminate in a Collocation arrangement that meets the requirements of Section 78.12.5.(D)(3) of this Article;

   e) Each circuit to be provided by **CLEC to each End User will be served by an interconnection trunk that meets the requirements of Section 78.12.5.(D)(4) of this Article;

   f) For every twenty-four (24) DS1 EELs or other facilities having equivalent capacity, **CLEC will have at least one (1) active DS1 local service interconnection trunk that meets the requirements of Section 78.12.5.(D)(4) of this Article; and

   g) Each circuit to be provided by **CLEC to each End User will be served by a switch capable of switching local voice traffic. **CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 switch or that it can switch local voice traffic. **CLEC will provide written documentation of the switch type and CLLI code for the switch satisfying this requirement.

3) A Collocation arrangement meets the requirements of this Section if:

   h) Each circuit to be provided by **CLEC to each End User will terminate in a Collocation arrangement established pursuant to Section 251(c)(6) of the Act and is located at CenturyLink's premises within the same LATA as the **CLEC's End User's premises, when CenturyLink is not the collocator. **CLEC's Collocation arrangement cannot be

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located at an Interexchange Carrier Point of Presence (POP) or an Internet Service Provider (ISP) POP;

i) Each circuit to be provided by **CLEC to each End User will terminate in a Collocation arrangement located at a third-party's premises within the same LATA as the **CLEC's End User's premises, when CenturyLink is the collocator; and

j) When a DS1 or DS3 EEL loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at CenturyLink's premises within the same LATA as the End User's premises, when CenturyLink is not the collocator. **CLEC's Collocation arrangement cannot be located at an Interexchange Carrier POP or an ISP POP.

4) An interconnection trunk meets the requirements of this Section if **CLEC will transmit the local Calling Party Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the **CLEC's End User's premises served by the High-Capacity EEL. At a minimum, each DS1 circuit must be served by a DS0 equivalent interconnection trunk in the same LATA as the End User served by the circuit. For every twenty-four (24) DS1 circuits, **CLEC must maintain at least one (1) active DS1 interconnection trunk in the same Local Calling Area as the End User served by the circuit. If the Calling Party Number is not exchanged over the interconnection trunk(s) identified above, that trunk(s) shall not be deemed to satisfy the Eligibility Requirements. For each circuit, **CLEC will identify the interconnection trunk(s) satisfying this requirement.

E. New Circuits. For a new circuit to which Section 78.12.5.(D) applies, **CLEC may initiate the ordering process if **CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 78.12.5.(D)(2)(a) and Section 78.12.5.(D)(2)(c), respectively. In such case, **CLEC shall satisfy Section 78.12.5.(D)(2)(a) and/or Section 78.12.5.(D)(2)(c) if it assigns the required local telephone number(s) and implements 911/E911 capability within thirty (30) days after CenturyLink provisions such new circuit. **CLEC must provide CenturyLink with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

F. Existing Circuits. Existing circuits, including conversions or migrations, are also subject to the Eligibility Requirements in Section 78.12.5.(D). Section 78.12.5.(E) above does not apply to existing circuits to which Section 78.12.5.(D)(2)(b) applies, including conversions or migrations (**CLEC shall not be excused from meeting the Section 78.12.5.(D)(2)(a) and Section 78.12.5.(D)(2)(c) requirements for existing circuits at the time it initiates the ordering process).

G. Written Certification. Before accessing as a UNE (1) a converted High-Capacity EEL, (2) a new High-Capacity EEL, or (3) part of a High-Capacity EEL that is a Commingled EEL, **CLEC must certify in writing to all of the requirements set forth in Section 78.12.5.(D). A disconnect notice for any single circuit shall be sufficient to constitute notification to CenturyLink that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, **CLEC will provide

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written notification to CenturyLink from time to time, but no less frequently than once per calendar year, certifying that its circuits satisfy all of the requirements of Section 78.12.5.(D). **CLEC also shall provide such written notification at any time upon CenturyLink's request. **CLEC must provide the written certification required by this Section, on a circuit-by-circuit/service-by-service/High-Capacity EEL-by-High-Capacity EEL basis. If the information previously provided in a certification required by this Section is inaccurate (or ceases to be accurate), **CLEC shall update such certification and provide it to CenturyLink within two (2) Business Days.

H. Audits. In addition to any other audit rights provided for in this Agreement and those allowed by Applicable Law, CenturyLink may obtain an independent auditor to audit **CLEC, on an annual basis, to determine **CLEC's compliance in the State with the conditions set out in this Section 78.12.5.(D). For purposes of calculating and applying an "annual basis," it means a consecutive 12-month period, beginning upon CenturyLink's written notice that an audit will be performed.

1) Unless otherwise agreed by the Parties, the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding **CLEC's compliance with the qualifying service Eligibility Requirements. The independent auditor's report will conclude whether **CLEC complied in all material respects with this Section 78.12.5.

2) Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.

3) Should the independent auditor's report conclude that **CLEC failed to comply in any material respects with the Eligibility Requirements of Section 78.12.5, **CLEC must true-up any difference in payments paid to CenturyLink with the rates and charges **CLEC would have owed CenturyLink beginning from the date that the non-compliant circuit was established as a UNE or Combination, in whole or in part. **CLEC shall submit orders to CenturyLink to either convert all non-compliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within thirty (30) days of the date on which **CLEC receives a copy of the auditor's report or otherwise discovers or is notified that a circuit does not meet the Eligibility Requirements. **CLEC shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following CenturyLink's acceptance of such conversion order. With respect to any non-compliant circuit for which **CLEC fails to submit a conversion order within such thirty (30)-day period, CenturyLink may initiate and effect such a conversion on its own without any further consent by **CLEC. **CLEC must convert the UNE or UNE Combination, or Commingled arrangement, to an equivalent or substantially similar wholesale service or group of wholesale services. Following conversion, **CLEC shall make the correct payments on a going-forward basis. In no event shall rates set

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under Section 252(d)(1) apply for the use of any UNE for any period in which **CLEC does not meet the service Eligibility Requirements and conditions set forth in Section 78.12.5 for that UNE, arrangement, or circuit, as the case may be. **CLEC also is responsible for paying all non-recurring charges associated with any disconnects or conversions, whether initiated by **CLEC or CenturyLink pursuant to this provision.

4) To the extent that the independent auditor's report concludes that **CLEC failed to comply in all material respects with the service Eligibility Requirements, **CLEC shall reimburse CenturyLink for the actual cost of the independent auditor's work performed in auditing **CLEC's compliance with the service Eligibility Requirements and for CenturyLink's necessary and reasonable internal costs incurred conducting the audit.

5) **CLEC will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. **CLEC will maintain this documentation for the Term of the Agreement plus a period of two (2) years.

I. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, **CLEC shall fully comply with this Section 78.12.5 in all cases and, further, the failure of CenturyLink to require such compliance, including if CenturyLink provides a circuit(s), an EEL(s) or a Commingled arrangement that does not meet any Eligibility Requirement in Section 78.12.5, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

78.13. Conversion of Wholesale Services to UNEs.

78.13.1. CenturyLink shall only convert a wholesale service to a UNE or UNE Combination if **CLEC would be entitled to obtain that UNE or UNE Combination if it ordered it directly and not as a conversion. In requesting a conversion of a CenturyLink service, **CLEC must submit its conversion orders in accordance with the guidelines and ordering requirements in CenturyLink's Service Guide that are applicable to converting the particular CenturyLink service sought to be converted. CenturyLink shall begin billing **CLEC at the pricing applicable to the converted service arrangement as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, **CLEC's submission of a complete and accurate LSR/ASR requesting the conversion. The charges applicable to such conversion requests are set forth in the Pricing) and such charges shall apply to any **CLEC request to convert a wholesale service to a UNE.

78.13.2. Except as agreed to by the Parties, CenturyLink shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or Combination of UNEs available under Section 251(c)(3). Nothing in this Section prohibits CenturyLink from imposing early termination charges otherwise applicable under the State or federal special access tariff to **CLEC's termination of existing long-term contract(s) under which **CLEC is obtaining a discount.

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78.13.3. In converting **CLEC's wholesale service(s) to UNEs or UNE Combinations, CenturyLink will endeavor to make the conversion seamless to **CLEC's End User and will not unreasonably create any avoidable disruption to **CLEC's customer's service or degradation in service quality. The interval for completing conversions shall be mutually negotiated between the Parties.

78.13.4. Nothing in this Article or Agreement is intended to permit or permits **CLEC to supersede or dissolve any contract with CenturyLink related to services that might be affected by Section 78.13, including but not limited to, contracts under which **CLEC obtains discounted special access services. **CLEC may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.

78.13.5. When **CLEC submits an order to convert a special access circuit to a UNE and that circuit has previously been exempt from the special access surcharge pursuant to 47 C.F.R. § 69.115, **CLEC shall document in its certification when and how the circuit was modified to permit interconnection of the circuit with a local exchange subscriber line.

78.14. Commingling.

78.14.1. "Commingling" means the connecting, attaching, or otherwise linking of a UNE or a Combination of UNEs with wholesale services obtained from CenturyLink. "Commingle" means the act of commingling. "Commingled Arrangement" means the arrangement created by Commingling.

78.14.2. Except as prohibited or restricted in Section 78 and, further, subject to other applicable provisions of this Agreement, CenturyLink shall permit **CLEC to Commingle a UNE or a Combination of UNEs with facilities or services obtained at wholesale from CenturyLink to the extent required by Applicable Law.

78.14.3. Upon request, and subject to Section 78, CenturyLink shall perform the functions necessary to Commingle a UNE or a Combination of UNEs with one or more facilities or services that **CLEC has obtained at wholesale from CenturyLink (as well as requests where **CLEC also wants CenturyLink to complete the actual Commingling), except that CenturyLink shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including where network reliability and security would be impaired; or (ii) CenturyLink's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to interconnect with CenturyLink's network.

78.14.4. All requests for Commingling or a Commingled Arrangement shall be made by **CLEC in accordance with the BFR process.

78.14.5. In any such BFR, when ordering Commingling or a Commingled Arrangement, **CLEC must designate, among other things: the UNE(s), Combination of UNEs, and the facilities or services that **CLEC has obtained at wholesale from CenturyLink sought to be Commingled and the needed location(s); the order in which such UNEs, such Combinations of UNEs, and such facilities and services are to be Commingled; and how each connection (e.g., cross-connected) is to be made between them. CenturyLink shall take all reasonable steps to implement **CLEC's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to **CLEC's customer's service.

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78.14.6. CenturyLink shall charge **CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that **CLEC has obtained at wholesale from CenturyLink. If any Commingling requested by **CLEC requires physical work to be performed by CenturyLink, CenturyLink shall charge **CLEC a fee calculated using the Time and Material Charges as reflected in the Pricing Appendix. With respect to a BFR in which **CLEC requests CenturyLink to perform work not required by this Section 78.14, **CLEC shall be charged a market-based rate for any such work.

78.14.7. Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any CenturyLink access tariff, including without limitation CTEL Tariff F.C.C. No. 3 or 4 (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any UNE component(s) of the Commingled Arrangement with any special access component(s), i.e., no ratcheting of the Commingled Arrangement. Commingling will not affect the prices of the UNEs or UNE Combinations involved in the Commingled Arrangement. Rather, such UNE and UNE Combination prices shall be as set forth in this Agreement.

78.14.8. Nothing in this Agreement shall impose any obligation on CenturyLink to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit **CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by Applicable Law.

78.14.9. Where a Commingled Arrangement to be provided to **CLEC involves a Section 251 UNE Combination as well as Commingling, the applicable eligibility requirements, if any, for both Commingling and the Combination must be satisfied.

78.15. Testing, Installation, Maintenance & Repair. Subject to the terms of this Article and Article VIII (Maintenance), CenturyLink is responsible only for the installation, operation and maintenance of the UNEs it provides. CenturyLink is not otherwise responsible for the Telecommunications Services provided by **CLEC through the use of those Network Elements.

78.15.1. Maintenance and Repair. CenturyLink's maintenance and repair of UNEs provided to **CLEC under this Article shall be governed by the terms and conditions of Article VIII (Maintenance). Contact telephone numbers for CenturyLink's maintenance and repair centers will be provided upon request by the Customer Account Manager.

78.15.2. Testing. The UNEs provided pursuant to this Agreement will be available to CenturyLink at all commercially reasonably times in order to permit CenturyLink to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No billing credit will be allowed **CLEC for any interruptions involved during such tests and adjustments.

A. When Network Elements are provisioned by CenturyLink on an individual element basis (whether or not such elements are combined by **CLEC with other elements provided by CenturyLink or **CLEC):

1) CenturyLink will perform testing necessary or reasonably requested by **CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

2) CenturyLink will repair and maintain such element to ensure that the UNE continues to meet the technical parameters established for each UNE. **CLEC is responsible for the end-to-end

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transmission and circuit functionality testing for UNE Combinations created by **CLEC.

3) CenturyLink will cooperate with **CLEC in any technically feasible testing necessary or reasonably requested by **CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

B. When Network Elements are provisioned by CenturyLink in Combination:

1) CenturyLink will perform testing necessary or reasonably requested by **CLEC to determine that such Combination and each UNE included in such Combination is capable of meeting the technical parameters of the Combination.

2) CenturyLink will repair and maintain such Combination and each UNE included in such Combination to ensure that such UNE continues to meet the technical parameters of the Combination.

3) CenturyLink will cooperate with **CLEC in any technically feasible testing necessary or reasonably requested by **CLEC to determine end-to-end transmission

78.16. Effect of **CLEC Disconnecting a UNE. Where UNEs provided to **CLEC are dedicated to a single End User, if such elements are for any reason disconnected, they will be made available to CenturyLink for future provisioning needs unless such element is disconnected in error. **CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of **CLEC's End User's services.

78.17. Parties Responsible for Own Services. Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

78.18. Ownership of UNE Facilities. The use of the terms "purchase" or "lease" herein notwithstanding, UNEs provided to **CLEC under the provisions of this Article will remain the property of CenturyLink. However, unless otherwise agreed by the Parties, **CLEC shall have exclusive use of a UNE purchased or leased under this Article for the period of time during which the terms of this Article are in effect, unless **CLEC sooner relinquishes its use of such facility pursuant to the terms of this Agreement.

78.19. Impairment of Service. **CLEC's use of any CenturyLink UNE, or of its own equipment or facilities in conjunction with any CenturyLink UNE, will not materially interfere with, impair service, or artificially increase CenturyLink's transport or switching load beyond the intended capacity of the obtained UNE on any facilities of CenturyLink, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyLink may discontinue **CLEC's offending service or refuse service if **CLEC violates this provision.

78.20. Performance of Unbundled Network Elements.

78.20.1. Upon **CLEC's specific request, CenturyLink shall provide **CLEC technical information about CenturyLink's network facilities sufficient to facilitate **CLEC's access to UNEs consistent with the requirements of Applicable Law and this Agreement.

78.20.2. Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 C.F.R. §§ 51.325-335. **CLEC will be solely responsible, at its own expense,

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for the overall design of its Telecommunications Services and for any redesign or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations or procedure of CenturyLink, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

78.21. Equipment Compatibility. **CLEC will use and/or connect equipment and facilities to UNEs obtained from CenturyLink that are compatible with such UNEs.

78.22. Denial of UNE Request. In the event that CenturyLink asserts that it does not have the ability to provide the requested Network Elements, CenturyLink shall provide an explanation of the reason CenturyLink cannot provide the requested Network Elements. If the reason that CenturyLink cannot provide the requested Network Elements is due to a lack of facilities, CenturyLink shall have no obligation to construct such Network Elements at **CLEC's request. However, **CLEC may request to work with CenturyLink to establish a construction plan, and **CLEC shall bear all costs associated with engineering and construction of any additional Network Elements at **CLEC's request and/or for **CLEC's use.

79. NETWORK INTERFACE DEVICE

79.1. Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, CenturyLink also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to Section 78 and its subsections, CenturyLink shall provide access to the NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in the Pricing Appendix.

79.2. The NID UNE is defined as any means of interconnecting Inside Wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector, the point from which the Point of Demarcation is determined between the loop (inclusive of the NID) and the End User's Inside Wire pursuant to 47 CFR 68.105. For purposes of this definition, the phrase "End User's side of the NID" is descriptive and does not convey any ownership or usage rights.

79.2.1. Except in multi-unit tenant properties where CenturyLink owns and maintains control over inside wire within a building, maintenance and control of the End User's inside wiring (i.e., on the End User's side of the Point of Demarcation) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the Point of Demarcation must be resolved by the End User.

79.3. **CLEC may obtain unbundled access to the NID on CenturyLink's network side or the End User Access side on a stand-alone basis to permit **CLEC to connect its own loop facilities to the premises wiring at any customer location. **CLEC may not connect to the End User Access side of the NID except as a UNE in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by **CLEC will be performed by CenturyLink based on the Time and Material Charges. CenturyLink, at the request of **CLEC, will disconnect the CenturyLink Local Loop from the NID, at charges reflected in the Pricing Appendix. **CLEC may elect to disconnect CenturyLink's Local Loop from the NID on the Customer Access side of the NID, but **CLEC shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall **CLEC connect to either side of the NID, even as an ordered UNE, unless the CenturyLink network is first disconnected from the NID as set forth in this Article.

79.4. With respect to multiple dwelling units or multiple-unit business premises, **CLEC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyLink's NID.

79.5. CenturyLink shall be under no obligation to install a NID in order to enable **CLEC to interconnect to such NID, but CenturyLink shall make available to **CLEC any NID that exists at the time **CLEC seeks interconnections to a NID to serve an End User. The NIDs that **CLEC uses under this Article will be existing NIDs already installed by CenturyLink to serve its End Users.

79.6. In no case shall **CLEC access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. In no case shall **CLEC attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. In no case shall **CLEC remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.

79.7. **CLEC may access the End User Access side of the NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to **CLEC's own NID without any charge to **CLEC being incurred. Any other access to the End User's side of the NID that involves the insertion or use of any wiring owned or provided by **CLEC in a connection of any type to the End User premises wiring or to any NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID.

79.8. **CLEC may request any additional types of access to the NID not specifically referenced above. CenturyLink will consider the requested type of access via the BFR process.

80. LOCAL LOOP

80.1. General. Subject to Section 78 and its subsections, CenturyLink will provide **CLEC unbundled Local Loops under the following terms and conditions. Rates and charges applicable to UNE Local Loops are set forth in the Pricing Appendix.

80.2. Local Loops. A "Local Loop" is a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the loop demarcation point at an End User's premises. To the extent required by Applicable Law, CenturyLink will make available the UNE loops set forth below between a distribution frame (or its equivalent) in a CenturyLink Central Office and the loop demarcation point at an End User's premises. The Parties acknowledge and agree that CenturyLink shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. The Local Loop UNE includes all features, functions and capabilities of the transmission facility, including the NID and attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices used to establish the transmission path to the End User's premises, as well as any inside wire owned or controlled by CenturyLink that is part of that transmission path.

80.2.1. The Local Loop UNE includes, but is not limited to, copper 2-wire and 4-wire analog loops and, to the extent required by Applicable Law, DS1 Loops, DS3 Loops, and other high capacity loops, where such loops are deployed in CenturyLink Wire Centers.

80.2.2. The availability of DS1 loops, DS3 loops and other high-capacity loops also are subject to the limitations and requirements set forth in Section 80.7 below.

80.2.3. Pursuant to the terms and conditions contained in Article VII (xDSL), **CLEC may order xDSL-capable loops and/or line conditioning for copper loops in order to render such loops capable of transmitting the digital signals needed to provide Digital Subscriber Line services (DSL).

80.2.4. **CLEC agrees to operate each loop type within industry-standard technical descriptions and parameters.

80.2.5. If **CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC), CenturyLink will, where available, move the requested

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unbundled loop(s) to a spare, existing physical or a universal digital loop carrier unbundled loop. If, however, no spare loop facility is available for unbundling, CenturyLink will notify **CLEC of the lack of available facilities.

80.2.6. When a Local Loop UNE is ordered to a high voltage area, the Parties understand and agree that the Local Loop UNE will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and **CLEC's End User. Therefore, any request by **CLEC for a Local Loop UNE to a high voltage area will be submitted by **CLEC to CenturyLink. If **CLEC requests that CenturyLink provision the HVPE, **CLEC shall be required to pay CenturyLink on an individual-case basis (ICB) for the HVPE that is provisioned by CenturyLink to **CLEC in connection with **CLEC's UNE loop order to the high voltage area.

80.2.7. To the extent **CLEC intends to use the services and/or facilities provided under this Section in Combinations and/or Commingled Arrangements, such services and/or facilities shall be subject to the Eligibility Requirements set forth in Section 78.12.5. **CLEC shall not utilize Combinations of UNEs that include unbundled DS1 or DS3 loops and unbundled DS1 or DS3 Dedicated Transport to create high-capacity EELs unless **CLEC certifies to CenturyLink that the EELs meet the Eligibility Requirements set forth in Section 78.12.5.

80.3. Routine Network Modifications to UNE Loops.

80.3.1. CenturyLink shall make routine network modifications to unbundled loop facilities used by **CLEC where the requested loop facility has already been constructed. CenturyLink shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

80.3.2. A "routine network modification" is an activity that CenturyLink regularly undertakes for its own customers. Routine network modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyLink ordinarily attaches to a loop to activate such loop for its own customer. Routine network modifications also may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

80.3.3. Routine network modifications do not include: the construction of a new loop; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyLink is not obligated to perform these and other similar activities for **CLEC.

80.3.4. CenturyLink shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyLink's retail End Users.

80.3.5. CenturyLink shall provide routine network modifications at the rates, terms and conditions set out in this Article and in the Pricing Appendix. If a rate for any routine network modification does not appear in the Pricing Appendix, the

tariffed or Price List rate for the activity or an analogous activity shall apply. If there is no rate for such activity in the Pricing Appendix, and no rate for the activity or an analogous activity in an applicable tariff, such rate shall be determined on an individual-case-basis and shall reflect the actual costs of Time and Materials Charges required to perform the routine network modification.

80.4. The following types of Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in the Pricing Appendix:

80.4.1. Wire Analog Loop. A "2-Wire Analog Loop" is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

80.4.2. Wire Analog Loop. A "4-Wire Analog Loop" is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.

80.4.3. Wire Digital Loop. A "2-Wire Digital Loop 160 Kbps" is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

80.4.4. Wire DS1 Digital Loop. A "DS1 4-Wire Digital Loop 1.544 Mbps" is a transmission facility from the CenturyLink Central Office to the End User premises that will support DS1 service (i.e., usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

80.4.5. DS3 Digital Loop. A "DS3 Digital Loop" provides a digital, 45 Mbps transmission facility from the CenturyLink Central Office to the End User premises.

80.5. Hybrid Loops.

80.5.1. A "Hybrid Loop" is a Local Loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At **CLEC's request, CenturyLink shall provide **CLEC access to a Hybrid Loop as set forth in this Section.

80.5.2. Broadband Services. When **CLEC seeks access to a Hybrid Loop for the provision of broadband services, including DS1 or DS3 capacity, but not DSL, CenturyLink will provide **CLEC with nondiscriminatory access to time division multiplexing features, functions, and capabilities of that Hybrid Loop (but only where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between CenturyLink's Central Office and an End User's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

80.5.3. Narrowband Services. For narrowband access, CenturyLink may elect to provide **CLEC nondiscriminatory access either to an entire Hybrid Loop capable of voice grade services (i.e., equivalent to DS0 capacity) using time division multiplexing, or to a spare home-run copper loop serving that customer on an unbundled basis. CenturyLink shall not be required to provide **CLEC unbundled access to the Packet Switched features, functions and capabilities of a Hybrid Loop.

80.6. Fiber Loops.

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80.6.1. A “fiber-to-the-home (FTTH)” loop is a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User’s premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).

80.6.2. A “fiber-to-the-curb (FTTC)” loop is a Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU’s MPOE. The fiber optic cable in the FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer’s premises.

80.6.3. CenturyLink is not required to provide **CLEC with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink deploys such loop to an End User’s premises that previously has not been served by any loop facility.

80.6.4. CenturyLink is not required to provide **CLEC non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink has deployed such a loop in parallel to, or in replacement of, an existing copper loop facility, except that:

A. CenturyLink will maintain the existing copper loop connected to the particular End User’s premises after deploying the FTTH or FTTC loop and provide **CLEC non-discriminatory access to that copper loop on an unbundled basis unless CenturyLink retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv).

B. If CenturyLink maintains the existing copper loop pursuant to Section 80.6.4.(A), CenturyLink is not required to incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request from **CLEC pursuant to Section 80.6.4.(A), in which case CenturyLink will restore the copper loop to serviceable condition upon **CLEC’s request.

C. If CenturyLink retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv), CenturyLink will provide **CLEC non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

80.6.5. Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home (FTTH) loop, CenturyLink will comply with:

A. The network disclosure requirements set forth in Section 251(c)(5) of the Act and 47 C.F.R. §§ 51.325 through 51.335; and

B. Any applicable state requirements.

80.7. Access to DS1 and DS3 Loops.

80.7.1. Pursuant to Applicable Law, **CLEC’s access to high-capacity loops under Section 251 of the Act shall be limited with respect to high-capacity loops obtained to serve buildings in certain locations. For purposes of this Section, the following definitions shall apply:

A. A “fiber-based collocator” is defined in accordance with 47 C.F.R. § 51.5.

B. A “building” is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to a multi-tenant property with a

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single street address, an individual tenant's space shall constitute one building for purposes of this Article (1) if the multi-tenant property is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all Telecommunications Services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all Telecommunications Services to that building's tenants must pass would be a single "building" for purposes of this Section 80.7. A building for purposes of this Section 80.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as such structures have a unique street address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Section 80.7.

C. A "business line" is defined in accordance with 47 C.F.R. § 51.5.

80.7.2. CenturyLink shall provide **CLEC DS1 loops to any building that is not served by a CenturyLink Wire Center with at least 60,000 business lines and at least four (4) fiber-based collocators (DS1 Loop Threshold), except that **CLEC shall not be entitled to obtain more than ten (10) DS1 loops to a single building.

80.7.3. CenturyLink shall provide **CLEC DS3 loops to any building not served by a CenturyLink Wire Center with at least 38,000 business lines and at least four (4) fiber-based collocators (DS3 Loop Threshold), except that **CLEC shall not be entitled to obtain more than one (1) DS3 loop to a single building.

80.7.4. CenturyLink Wire Centers meeting the DS1 Loop Threshold (with at least 60,000 business lines and at least four (4) fiber-based collocators) at the time this Agreement becomes effective are located on the CenturyLink Wholesale Website. CenturyLink Wire Centers meeting the DS3 Loop Threshold (with at least 38,000 business lines and at least four (4) fiber-based collocators) at the time this Agreement becomes effective also are listed on the CenturyLink Wholesale Website. **CLEC shall not be able to order new DS1 or DS3 loops in any Wire Centers identified as having met the applicable threshold . If any carrier has disputed a CenturyLink Wire Center designation before the Commission, and the Commission determined that a particular CenturyLink Wire Center had met an applicable threshold, **CLEC agrees to abide by the Commission's prior decision.

80.7.5. Self-certification with respect to DS1 and DS3 loops.

A. **CLEC shall undertake a diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop satisfies the threshold requirements set forth in Section 80.7. and its subsections above prior to submitting its order to CenturyLink. identifies the wire centers having met the thresholds set forth in Section 80.7.2 (DS1 Loop Threshold) and 80.7.3 (DS3 Loop Threshold), and those Sections shall apply. CenturyLink's posted list does not identify a Wire Center(s) relevant to **CLEC's order for DS1 or DS3 UNE loop(s), **CLEC shall self-certify that, based on its diligent inquiry, it is **CLEC's belief that its order satisfies the threshold requirements for loop availability in Section 80.7 and its subsections with

respect to the particular UNE(s) sought. CenturyLink shall have the right to contest any such orders and/or **CLEC's ability to obtain a requested DS1 or DS3 UNE loop by notifying **CLEC in writing of its dispute. If the Parties are unable to resolve the dispute within thirty (30) days of CenturyLink's written dispute notice, CenturyLink may initiate binding arbitration pursuant to Section 25, without any further requirement to first engage in further negotiations. If the Parties determine through informal dispute resolution, or if it is otherwise determined in a legally binding way (i.e., the determination has not been stayed pending appeal, if an appeal is being pursued) that **CLEC was not entitled to the provisioned DS1 or DS3 UNE loop, the rates paid by **CLEC for the affected loop shall be subject to true-up, and **CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within thirty (30) days of such determination. If **CLEC does not transition the loop within the thirty (30)-day period, then CenturyLink may disconnect the loop or convert it to an analogous service without the need to seek and obtain **CLEC's consent. **CLEC also shall be required to true-up any payments made to CenturyLink since the date on which it self-certified such loop. **CLEC shall be responsible for paying any charges associated with disconnecting or converting such loops.

80.8. Dark Fiber Loops. CenturyLink shall not be required to provide **CLEC access to Dark Fiber loops on an unbundled basis.

81. SUBLOOPS

81.1. Subject to Section 78 and its subsections, CenturyLink will provide unbundled access to copper subloops and subloops for access to multiunit premises wiring under the following terms and conditions. CenturyLink will consider and respond to all requests for access to subloops through the BFR process, except as expressly modified by the provisions of this Section 81. Sound engineering judgment will be utilized to ensure network security and integrity. Each **CLEC request for subloops will be analyzed on a case-by-case basis. A BFR shall not be required from **CLEC to develop a subloop access arrangement in a location where such an arrangement already exists and is available for use by **CLEC.

81.2. CenturyLink is not required to provide **CLEC access to Dark Fiber subloops. The copper subloops that CenturyLink will offer under the terms of this Section 81 shall be "spare," meaning that they shall be an existing subloop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to **CLEC and **CLEC has requested reuse of the subloop and will port the customer's telephone number to **CLEC. If a subloop has been disconnected, and thus an End User is no longer receiving service via that subloop, and such subloop has been determined to be a non-defective pair, then that subloop will be considered an existing spare portion of the loop.

81.3. Copper Subloops. CenturyLink will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a copper loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in CenturyLink's outside plant, including inside wire owned or controlled by CenturyLink, and the End User premises. A copper subloop can also include intermediate devices, such as repeaters and load coils, used to establish the transmission path. Copper subloops can be used by **CLEC to provide voice-grade services as well as Digital Subscriber Line (DSL) services. Copper subloop consists of the distribution portion of the copper loop. CenturyLink is not obligated to offer feeder loop plant as a stand-alone UNE.

81.3.1. For purposes of this Section, an "accessible terminal" is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal,

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the serving area interface (SAI), the network interface device (NID), the minimum point of entry (MPOE), any remote terminal (R/T), and the feeder/distribution interface (FDI).

81.3.2. Access to copper subloops is subject to the Collocation provisions of this Agreement. **CLEC will establish Collocation using the Collocation process as set forth in Article IX (Additional Services) this Agreement, or will establish an access arrangement to obtain access to subloops in accordance with the BFR process.

81.4. The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. Subloop inquiries do not serve to reserve subloop(s).

81.5. Construction of a facility arrangement that provides **CLEC with access to the subloops it requests may take up to ninety (90) days to complete depending upon project size and scope. The time period begins when **CLEC submits to CenturyLink written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after a Final Quote has been accepted by **CLEC through the BFR process. The balance of the payment shall be made upon completion of construction and testing of the subloop(s).

81.5.1. In the event **CLEC disputes the cost quoted by CenturyLink, **CLEC may initiate dispute resolution under the procedures set forth in Article III of this Agreement. CenturyLink will proceed with construction of the arrangement upon receipt from **CLEC of not less than fifty percent (50%) of the total estimated costs even if **CLEC has disputed the cost and initiated dispute resolution.

81.5.2. **CLEC's payment shall be subject to "true-up," if applicable, upon resolution of the dispute in accordance with the dispute resolution procedures.

81.6. Upon completion of the construction activity, **CLEC will be allowed to test the installation with a CenturyLink technician. If **CLEC desires test access to the arrangement for subloops, **CLEC must place its own test point in its cable prior to cable entry into CenturyLink's interconnection point. Once **CLEC has paid the balance of payment due CenturyLink in accordance with Section 81.5 above, **CLEC may place an order for subloops at the location. Whether **CLEC places such order via the established LSR or ASR process will be determined in the BFR process and will be dependent on the type of subloop access arrangement **CLEC seeks. Prices at which CenturyLink will provide **CLEC with subloops at that location shall be determined through the BFR process. The nonrecurring and monthly recurring charges for a requested subloop shall be developed by CenturyLink as part of the development of the price quote in the BFR process.

81.7. Multiunit premises wiring. CenturyLink will make available to **CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by CenturyLink at a multiunit customer premises between the minimum point of entry and the point of demarcation.

81.7.1. For purposes of this Section, an "accessible terminal" is any point in CenturyLink's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the MPOE, the single point of interconnection, and the FDI.

81.7.2. Upon request for interconnection at a multiunit premises where CenturyLink owns or controls wiring, CenturyLink will provide a single point of interconnection that is suitable for use by multiple carriers in accordance with Applicable Law.

81.7.3. CenturyLink will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

81.8. Facility Relocation. The Parties agree to work cooperatively and in good faith in the event that CenturyLink is required to undertake a relocation of its facilities that include **CLEC's subloop arrangement(s). CenturyLink shall notify **CLEC of pending relocation as soon as reasonably possible after CenturyLink receives such notice from the property owner or governmental entity that CenturyLink must relocate its ILEC facilities. Notice shall be provided in accordance with the notice provisions in Article III of this Agreement. CenturyLink's notice shall specify a date, reasonable under the circumstances of the pending relocation, by which **CLEC must inform CenturyLink of its intention to remain, or not remain, in an access arrangement for subloop(s) following the relocation. If CenturyLink receives no response to such notice by the date specified in CenturyLink's notice, **CLEC shall be deemed to have determined not to remain, **CLEC's facilities will be removed, and **CLEC will be billed and required to pay as provided in Section 81.8.1 below.

81.8.1. If **CLEC notifies CenturyLink that it intends to remain in a subloop arrangement following relocation, CenturyLink shall then provide **CLEC a written estimate of the reasonable cost to terminate **CLEC's facilities as part of the relocation of the site. The estimate shall be provided to **CLEC within thirty (30) Business Days after such notification is provided by **CLEC. **CLEC then shall notify CenturyLink of acceptance or rejection of the new subloop access arrangement within ten (10) Business Days of its receipt of CenturyLink's estimate. Upon notification of its acceptance of the CenturyLink relocation estimate, **CLEC shall pay at least 50% of the relocation costs.

81.8.2. If **CLEC decides not to continue in a subloop access arrangement following relocation, **CLEC will notify CenturyLink as to the date that CenturyLink may remove **CLEC's facilities from the arrangement that CenturyLink is required to relocate. **CLEC will pay CenturyLink for all actual costs incurred by CenturyLink associated with the removal of **CLEC's facilities.

82. DEDICATED TRANSPORT

82.1. Subject to Section 78.0 and its subsections, CenturyLink will provide unbundled Dedicated Transport in accordance with the following terms and conditions. Dedicated Transport unbundled under Section 251 of the Act shall be provided subject to the location limitations set forth in Section 82.5 of this Article. Rates and charges applicable to unbundled Dedicated Transport are set forth in the Pricing Appendix.

82.2. Notwithstanding any other provision of this Article, CenturyLink is not obligated to provide **CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyLink's Wire Centers (i.e., Entrance Facilities). If **CLEC leases Entrance Facilities from CenturyLink, applicable special access rates shall apply.

82.3. Definitions. In addition to the applicable definitions set forth in Article II, the following definitions also shall apply for purposes of this Section 82:

82.3.1. Wire Center "Tiers"

A. "Tier 1" Wire Centers are those CenturyLink Wire Centers that contain at least four (4) fiber-based collocators, at least 38,000 business lines, or both. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3

Wire Center. Exhibit A to this Article contains a list of CenturyLink Wire Centers that meet the criteria for being designated as a Tier 1 Wire Center at the time this Agreement becomes effective.

B. "Tier 2" Wire Centers are those CenturyLink Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center. Exhibit A to this Article contains a list of CenturyLink Wire Centers that meet the criteria for being designated as a Tier 2 Wire Center at the time this Agreement becomes effective.

C. Tier 3" Wire Centers are those CenturyLink Wire Centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.

82.4. General.

82.4.1. CenturyLink will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

82.4.2. CenturyLink is not obligated to provide **CLEC unbundled access to entrance facilities. CenturyLink shall not be required to provide **CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyLink's Wire Centers.

82.4.3. Subject to the caps set forth in Section 82.5, unbundled Dedicated Transport will be provided only where such facilities are Currently Available at the time of **CLEC's request, and only over routes where CenturyLink is required to make Dedicated Transport available pursuant to Applicable Law.

82.4.4. Other optional features available to **CLEC with unbundled Dedicated Transport (e.g., multiplexing) are available at the rates set forth in the Pricing Appendix.

82.4.5. CenturyLink will be responsible for engineering, provisioning, and maintaining the underlying equipment and facilities that are used to provide Dedicated Transport circuits and associated multiplexing or other optional features ordered by **CLEC.

82.4.6. Access to unbundled Dedicated Transport will be provided via Collocation or via entrance facilities purchased from a third party or from CenturyLink under applicable access tariffs. If **CLEC provides the circuit between its premises collocated in CenturyLink's Central Office or Wire Center and CenturyLink's network, then the cross-connect rates contained in CenturyLink's applicable tariff shall apply.

82.4.7. The ordering process applicable to unbundled Dedicated Transport is set forth in the CenturyLink Standard Practices.

82.4.8. To the extent **CLEC intends to use the services and/or facilities provided under this Section 82.0 in Combinations and/or Commingled Arrangements, such services and/or facilities shall be subject to the Eligibility Requirements set forth in Section 78.12.5. **CLEC shall not utilize Combinations of UNEs that include unbundled DS1 or DS3 loops and unbundled DS1 or DS3 Dedicated Transport to create high-capacity EELs unless **CLEC certifies to CenturyLink that the EELs meet the Eligibility Requirements set forth in Section 78.12.5.

82.5. Limitations on Access to Unbundled DS1 and DS3 Dedicated Transport.

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82.5.1. DS1 Dedicated Transport Availability Requirements and Cap. CenturyLink will provide DS1 Dedicated Transport, unbundled pursuant to Section 251 of the Act, on all routes between CenturyLink Wire Centers that are classified as Tier 2 and Tier 3 on one or both ends of the route. (The classification criteria for CenturyLink Wire Centers are set forth in Section 82.3.1 of this Article.) In other words, CenturyLink will unbundled DS1 Dedicated Transport if a Wire Center at either end of **CLEC's requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. **CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.

82.5.2. DS3 Dedicated Transport Availability Requirements and Cap. CenturyLink will provide DS3 Dedicated Transport, unbundled pursuant to Section 251 of the Act, on all routes between CenturyLink Wire Centers that are classified as Tier 3 on one or both ends of the route. (The classification criteria for CenturyLink Wire Centers are set forth in Section 82.3.1 of this Article.) **CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis.

82.5.3. **CLEC shall undertake a diligent inquiry to determine whether an order for an unbundled DS1 and/or DS3 Dedicated Transport circuit satisfies the applicable availability requirements set forth in Sections 82.5.1 through 82.5.2 above prior to submitting its order to CenturyLink. **CLEC shall self-certify that, based on that reasonable inquiry, it is **CLEC's belief that its order satisfies the availability requirements in Sections 82.5.1 through 82.5.2, as applicable, to the particular UNE(s) sought. If **CLEC's self-certification complies with this Section, CenturyLink shall provision the requested DS1 and/or DS3 Dedicated Transport circuit in accordance with **CLEC's order and within CenturyLink's standard provisioning interval applicable to such circuits. CenturyLink shall have the right to contest such orders and **CLEC's ability to obtain a requested DS1 and/or DS3 Dedicated Transport UNE by notifying **CLEC in writing of its dispute. If the Parties are unable to resolve the dispute within thirty (30) days of CenturyLink's written dispute notice, CenturyLink may initiate binding arbitration pursuant to Section 25, without any further requirement to first engage in further negotiations. If the Parties determine through informal dispute resolution, or if it is otherwise determined in a legally binding way (i.e., the determination has not been stayed pending appeal, if an appeal is being pursued) that **CLEC was not entitled to the provisioned DS1 and/or DS3 Dedicated Transport UNE, the rates paid by **CLEC for the affected transport shall be subject to true-up, and **CLEC shall be required to transition from the DS1 and/or DS3 transport UNE to an alternative service/facility within thirty (30) days of such determination. If **CLEC does not disconnect the circuit or transition the transport circuit to special access, or another CenturyLink service on which the Parties mutually agree, within the thirty (30)-day period, then CenturyLink may disconnect the transport circuit or convert it to a special access circuit without the need to seek and obtain **CLEC's consent. **CLEC also shall be required to true-up any payments made to CenturyLink since the date on which it self-certified such transport UNE. **CLEC shall be responsible for paying any charges associated with disconnecting or converting such transport.

82.6. Routine Network Modifications for Unbundled Dedicated Transport.

82.6.1. CenturyLink shall make routine network modifications to unbundled Dedicated Transport facilities used by **CLEC where the requested unbundled Dedicated Transport facilities have already been constructed. CenturyLink shall perform routine network modifications to unbundled Dedicated Transport facilities in a

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nondiscriminatory fashion, without regard to whether the unbundled Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

82.6.2. A routine network modification is an activity that CenturyLink regularly undertakes for its own customers. Routine network modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; or performing activities needed to enable **CLEC to light a Dark Fiber transport facility. Routine network modifications also may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

82.6.3. Routine network modifications do not include: the construction of new transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyLink is not obligated to perform these and other similar activities for **CLEC.

82.6.4. CenturyLink shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyLink's retail End Users.

82.6.5. CenturyLink shall provide routine network modifications at the rates, terms and conditions set out in this Article and in the Pricing Appendix. If a rate for any routine network modification does not appear in the Pricing Appendix, the tariffed rate for the activity or an analogous activity shall apply. If there is no rate for such activity in the Pricing Appendix, and no rate for the activity or an analogous activity in an applicable tariff, such rate shall be determined on an individual-case-basis and shall reflect the actual costs of time and materials required to perform the routine network modification.

82.7. Diversity.

82.7.1. When requested by **CLEC, where such interoffice facilities are Currently Available at the time of **CLEC's request, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. If changes in the network remove the physical diversity in the future, CenturyLink will not guarantee that diversity will be made available.

82.7.2. CenturyLink shall provide, in the same manner as CenturyLink does for itself, the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by **CLEC shall be subject to additional charges. Where physical diversity does not exist for Dedicated Transport requested by **CLEC, **CLEC may request such diversity through the BFR process. When additional costs are incurred by CenturyLink for **CLEC-specific diversity, CenturyLink will advise **CLEC of the applicable additional charges. CenturyLink will not process the request for diversity until **CLEC accepts such charges.

82.7.3. **CLEC's additional cost for requested Dedicated Transport diversity shall be determined via the BFR process.

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83. DARK FIBER DEDICATED TRANSPORT

83.1. Subject to Section 78.0 and its subsections, CenturyLink shall provide access to unbundled Dark Fiber Dedicated Transport under the following terms and conditions. Rates and charges applicable to Dark Fiber Dedicated Transport will be provided through the BFR process.

83.2. Definitions.

83.2.1. "Dark Fiber" is fiber facility that has not been activated through connection to the electronics that "light" it and render it capable of carrying a Telecommunications Service. Dark Fiber is unlit optic cable that is deployed within CenturyLink's network that is in place and easily called into service. "Spare" Dark Fiber is determined by the formula in Section 83.4.

83.2.2. "Dark Fiber Dedicated Transport" is defined as CenturyLink's unactivated optical interoffice transmission facilities, dedicated to **CLEC, that are within CenturyLink's network and connect CenturyLink switches or Wire Centers within the same LATA and state. Dark Fiber Dedicated Transport does not include transmission facilities between the CenturyLink network and **CLEC's network or the location of **CLEC's equipment.

83.2.3. Wire Center "Tiers." For purposes of this Section 83, Wire Center "Tiers" shall have the same meaning as the Wire Center "Tiers" defined in Section 82.3 and its subparts.

83.3. Dark Fiber Dedicated Transport.

83.3.1. CenturyLink will provide unbundled Dark Fiber Dedicated Transport between any pair of CenturyLink's Wire Centers, except where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. In other words, CenturyLink will provide unbundled Dark Fiber Dedicated Transport only if a CenturyLink Wire Center on either end of the route requested by **CLEC is a Tier 3 Wire Center.

83.3.2. On routes where CenturyLink is required to unbundled Dark Fiber Dedicated Transport pursuant to Section 83.3.1, CenturyLink will, upon **CLEC's request, provide **CLEC with an unbundled Dedicated Transport Dark Fiber segment that is considered "spare" as determined in Section 83.4 below.

83.3.3. On routes where CenturyLink is required to unbundled Dark Fiber Dedicated Transport pursuant to Section 83.3.1, CenturyLink will only provide **CLEC access to such unbundled transport where **CLEC has Collocation space in each CenturyLink Central Office or Wire Center where the requested Dark Fiber Dedicated Transport fiber(s) terminates.

83.4. "Spare" Fiber Inventory Availability and Condition.

83.4.1. All available spare Dark Fiber will be provided "as is." No conditioning will be offered, and CenturyLink shall not be required to condition Dark Fiber on **CLEC's behalf. "Spare" Dark Fiber is fiber that is spliced in all segments, point-to-point, but not assigned. Spare Dark Fiber does not include maintenance spares, fibers set aside for CenturyLink's forecasted growth, defective fibers or assigned fibers. **CLEC will not obtain any more than 25% of the spare Dark Fiber contained in the requested segment during any two (2)-year period.

83.4.2. Determining Spare Fibers. CenturyLink will inventory Dark Fibers. Spare fibers do not include the following:

A. Maintenance Spares. Maintenance spares shall be kept in inventory like a working fiber. However, maintenance spares will be deducted from the

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total number spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC. Spare maintenance fibers are assigned and/or determined as follows:

1) Cables with twenty-four (24) fibers and less: two (2) maintenance spare fibers;

2) Cables with thirty-six (36) and forty-eight (48) fibers: four (4) maintenance spare fibers;

3) Cables with seventy-two (72) and ninety-six (96) fibers: eight (8) maintenance spare fibers;

4) Cables with one hundred forty-four (144) fibers: twelve (12) maintenance spare fibers;

5) Cables with two hundred sixteen (216) fibers: eighteen (18) maintenance spare fibers;

6) Cables with two hundred eighty-eight (288) fibers: twenty-four (24) maintenance spare fibers;

7) Cables with four hundred thirty-two (432) fibers: thirty-six (36) maintenance spare fibers; and

8) Cables with eight hundred sixty-four (864) fibers: seventy-two (72) maintenance spare fibers.

B. Defective Fibers. Defective fibers, if any, will be deducted from the total number of spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC.

C. CenturyLink Growth Fibers. CenturyLink's growth fibers are fibers reserved by CenturyLink for utilization due to growth within the twelve (12)-month period following **CLEC's request for Dark Fiber Dedicated Transport. CenturyLink growth fibers will be deducted from the total number spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC.

D. Assigned Fibers. Assigned fibers are fibers with CenturyLink's or another CLEC's working or pending optronics installations. Assigned fibers will be deducted from the total number spare Dark Fiber Dedicated Transport fibers that would otherwise be available to **CLEC.

83.4.3. The appropriate CenturyLink engineering organization will maintain records on each fiber optic cable for which **CLEC requests unbundled Dark Fiber Dedicated Transport.

83.4.4. Quantities and Time Frames for Ordering Dark Fiber:

A. The minimum number of fiber strands that **CLEC can order is one (1), and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that **CLEC can order is no greater than 25% of the "spare" facilities in the segment requested. Should spare fiber fall below eight (8) strands in a given location, CenturyLink will provide the remaining spares one strand at a time and in no more than a quantity of two (2) strands.

B. If **CLEC wishes to request Dark Fiber, it must submit a Dark Fiber facility inquiry, providing **CLEC's specific point-to-point (A to Z) Dark Fiber requirements. When **CLEC submits a Dark Fiber facility inquiry, rates for the inquiry will be charged as set forth in the Pricing Appendix.

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C. If spare Dark Fiber is available, as determined under Section 83.4, CenturyLink will notify **CLEC, and **CLEC may place an Access Service Request (ASR) for the Dark Fiber.

D. Dark Fiber will be assigned to **CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Facility inquiry checks do not serve to reserve Dark Fiber. When **CLEC submits the ASR, the ASR will be processed and the Dark Fiber facilities will be assigned. Charges applicable to **CLEC's ordering of Dark Fiber are set forth in the Pricing Appendix, and such charges shall apply.

83.4.5. Right of Revocation of Access to Dark Fiber.

A. Should **CLEC not utilize the fiber strand(s) subscribed to within the twelve (12)-month period following the date CenturyLink provided **CLEC the fiber(s), CenturyLink may revoke **CLEC's access to the Dark Fiber and recover those fiber facilities and return them to CenturyLink's inventory.

B. If, at any time, CenturyLink determines that it will not have sufficient fiber to meet its bandwidth requirements within the twelve (12) months following the determination, CenturyLink may reclaim from **CLEC the right to use the Dark Fiber, whether or not **CLEC is utilizing the Dark Fiber. CenturyLink shall provide **CLEC six (6) months' written notice of its intention to reclaim Dark Fiber. CenturyLink will provide an alternative facility for **CLEC with the same bandwidth **CLEC was using prior to reclaiming the facility.

83.4.6. Access Methods Specific to Dark Fiber.

A. At CenturyLink Central Offices, the Dark Fiber terminates on a fiber distribution frame (or its equivalent) in the Central Office. **CLEC's access is provided only through a Collocation arrangement established in accordance with Article IX, Section 112.

B. The demarcation point for Dark Fiber at Central Offices, remote terminals and customer premises will be in a CenturyLink-approved splitter shelf. This arrangement allows for non-intrusive testing.

83.4.7. Installation and Maintenance for Dark Fiber.

A. CenturyLink will install demarcation points and place the fiber jumpers from the fiber distribution frame's (or its equivalent) optic terminals to the demarcation point. **CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to **CLEC's collocated equipment.

83.4.8. Routine Network Modifications for Unbundled Dark Fiber transport.

A. CenturyLink will make routine network modifications to unbundled Dark Fiber Dedicated Transport used by **CLEC for the provision of Telecommunication Services where the requested Dark Fiber Dedicated Transport facilities already have been constructed. CenturyLink shall perform routine network modifications to unbundled Dark Fiber Dedicated Transport in a nondiscriminatory fashion without regard to whether such fiber being accessed was constructed on behalf, or in accordance with, the specifications of any Telecommunications Carrier.

B. A routine network modification is an activity that CenturyLink regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of

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electronics for the purpose of lighting Dark Fiber Dedicated Transport (i.e., optronics), and CenturyLink is not obligated to perform those activities for **CLEC.

84. DIGITAL CROSS-CONNECT SYSTEM (DCS)

84.1. CenturyLink offers a Digital Cross-Connect System (DCS) as a Network Reconfiguration Service (NRS) through its applicable federal Tariff(s), and **CLEC may request NRS pursuant to the terms and conditions of that Tariff.

85. CALL-RELATED DATABASES

85.1. Call-related databases are defined as databases other than operations support systems that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a Telecommunications Service. Call-related databases include the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. Access to the CenturyLink 911 or E911 call-related databases will be provided as described in Article IX (Additional Services).

86. CROSS-CONNECTS

86.1. The cross-connect is the media between the CenturyLink distribution frame and a **CLEC-designated collocated space or other CenturyLink UNE purchased by **CLEC under this Agreement and provided by CenturyLink pursuant to Section 251 of the Act.

86.2. CenturyLink offers a choice of loop cross-connects with each unbundled loop type detailed in the Pricing Appendix. CenturyLink will charge **CLEC, and **CLEC agrees to pay, the appropriate rate(s) as shown in the Pricing Appendix. Cross-connects will be made available for loops and Combinations of loops and transport with the following testing options, at **CLEC's discretion: at both ends of the circuit; at one end of the circuit; or without testing. At **CLEC's request, a cross-connect with testing may be ordered at one end of an EEL circuit and a cross-connect without testing at the other end of that EEL circuit.

86.3. Cross-connects to the **CLEC's Collocation arrangement associated with unbundled Local Loops are available with or without automated testing and monitoring capability.

86.4. CenturyLink offers the choice of cross-connects with subloop elements. CenturyLink will charge **CLEC the appropriate rate as shown in the Pricing Appendix,, labeled "Subloop Cross Connect."

87. ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS

87.1. Subject to Section 78.0 and its subsections, this Section sets forth additional requirements for Unbundled Network Elements that CenturyLink agrees to offer to **CLEC under this Agreement.

87.2. Synchronization.

87.2.1. Definition. "Synchronization" is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

87.2.2. Technical Requirements. To the extent technically feasible, CenturyLink will provide synchronization to equipment that is owned by CenturyLink and is used

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to provide a Network Element to **CLEC in the same manner that CenturyLink provides synchronization to itself.

88. PRICING

88.1. **CLEC agrees to pay CenturyLink the rates and charges applicable to the UNEs and services it provides to **CLEC pursuant to this Article as such rates and charges are set forth in the Pricing Appendix.

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ARTICLE VII: SPECIFIC TERMS FOR XDSL-CAPABLE UNE LOOPS

89. INTRODUCTION

89.1. CenturyLink shall provide to **CLEC, in accordance with the Agreement, Article VI (UNEs), this Article and Applicable Law, access to the unbundled Digital Subscriber Line (xDSL)-capable loops identified in this Article; provided, however, that notwithstanding any other provision of this Agreement, CenturyLink shall be obligated to provide access to unbundled xDSL-capable loops to **CLEC only to the extent required by Applicable Law and may decline to provide access to xDSL-capable loops to **CLEC to the extent that provision of such access is not required by Applicable Law. Subject to the foregoing, CenturyLink shall provide **CLEC access to such unbundled xDSL-capable loops at the rates set forth in the Pricing Appendix of this Agreement.

90. DEFINITIONS

90.1. An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using xDSL technologies.

90.1.1. For purposes of this Article, an "xDSL Loop" is defined as a 2-wire or 4-wire copper Local Loop transmission facility between a distribution frame (or its equivalent) in a Central Office and the loop demarcation point at an End User premises, that may be conditioned at **CLEC's request for the purpose of **CLEC's provision of xDSL-based services over such loop.

90.1.2. For purposes of this Article and as provided for in 47 C.F.R. § 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in CenturyLink's outside plant and the demarcation point at an End User premise, that may be conditioned at **CLEC's request in order for **CLEC to provide xDSL-based services over such subloop. A point of technically feasible access is any point in CenturyLink's outside plant where a technician can access the copper wire within a cable without removing a splice case as more fully defined in Article VI (UNEs), Section 81. The subloop and Collocation provisions set forth elsewhere in this Agreement will also apply to the xDSL Subloop.

90.2. The term "conditioning" as used herein shall refer to the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including Digital Subscriber Line (DSL) service. Such devices include, but are not limited to, bridged taps, load coils, low pass filters, repeaters and range extenders. Upon **CLEC's request, CenturyLink shall provide line conditioning at the conditioning rates set forth in the Pricing Appendix , subject to the terms and conditions set forth in this Article. Bridged tap may be "excessive" or "non-excessive" as defined below.

90.3. The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

90.4. The term "excessive bridged tap" as used in this Article shall refer to bridged tap in excess of 2,500 feet in total length.

90.5. The term "non-excessive bridged tap" as used in this Article shall refer to bridged tap 2,500 feet in total length or less.

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90.6. For purposes of this Article, a loop technology that is "presumed acceptable for deployment" is one that either (i) complies with existing industry standards, (ii) has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or (iii) has been approved by the FCC, any state commission, or an industry standards body.

90.7. For purposes of this Article, "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of subloops, from the demarcation point to **CLEC's subloop access arrangement or engineering controlled splice (as described in Article VI (UNEs)).

90.8. For purposes of this Article, "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the Point of Interface located on the horizontal side of the MDF, or, in the case of subloops, from the demarcation point to **CLEC's subloop access arrangement or engineering controlled splice (as described in Article VII: UNEs), by providing a short across the circuit on the tip and ring and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test." Such Continuity Tests shall not interfere with or significantly degrade other Advanced Services or traditional voice band services. If such interference or degradation occurs during a Continuity Test, the Parties shall immediately discontinue such test.

90.9. For purposes of this Article, "Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between CenturyLink's technician, its Local Operations Center ("LOC") or functionally equivalent service center, and **CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 95 below.

90.10. For purposes of this Article, "Actual Loop Length" refers to the total physical length of a copper loop from the point where the loop leaves the CenturyLink serving office to the terminal location serving an End User. Any additional length attributable to Central Office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an End User's location is not included in the calculation of Actual Loop Length.

91. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS

91.1. CenturyLink will provide an xDSL Loop or xDSL Subloop capable of supporting a technology that is "presumed acceptable for deployment" as defined in Section 90.6.

91.2. CenturyLink shall not be required under this Agreement to provide an xDSL Loop or xDSL Subloop capable of supporting a technology that has not be qualified as a technology "presumed acceptable for deployment" pursuant to Section 90.6.

91.2.1. If **CLEC wishes to establish that deployment of a technology falls within the presumption of acceptability under Section 90.6, the burden is on **CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other Advanced Services or traditional voice band services.

91.3. In the event **CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, **CLEC will provide documentation describing that action to CenturyLink and the Commission before or at the time of its request to deploy that technology in the State. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

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91.4. Unresolved disputes arising under this Article will be handled under the dispute resolution procedures set forth in Article III of this Agreement, unless a different dispute resolution process is specifically set forth in this Article.

91.5. For any technology, **CLEC's use of any CenturyLink Network Element, or of its own equipment or facilities in conjunction with any CenturyLink Network Element, will not materially interfere with or impair service over any facilities of CenturyLink, its affiliated companies or connecting and concurring carriers involved in CenturyLink services, cause damage to CenturyLink's plant, impair the privacy of any communications carried over CenturyLink's facilities or create hazards to employees or the public. If **CLEC violates this provision, CenturyLink may discontinue the service to **CLEC that is causing the violation and/or may refuse new service to **CLEC where **CLEC is attempting to use the technology that previously caused a violation. Before reconnecting any such discontinued service to **CLEC, **CLEC must demonstrate to CenturyLink's satisfaction that **CLEC's use of the Network Element is not the cause of the network harm.

92. XDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS

92.1. xDSL-Capable Loops and Subloops.

92.1.1. "2-Wire xDSL Loop": A 2-Wire xDSL Loop, for purposes of this Article, is a copper loop that supports the transmission of Digital Subscriber Line ("DSL") technologies. (The terms and conditions for the 2-Wire Analog Loop shall apply and are set forth in Article VI (UNEs) to this Agreement.) A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by CenturyLink at **CLEC's request as more specifically set forth in Section 94 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

92.1.2. "IDSL Loop": An IDSL Loop, for purposes of this Article, is a 2-Wire Digital Loop transmission facility, which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop shall also apply and are set forth in Article VI (UNEs) to this Agreement.) This loop also includes additional Acceptance Testing to ensure that IDSL technology is compatible with the underlying Digital Loop Carrier system, if present. IDSL is not compatible with all Digital Loop Carrier Systems and, therefore, this offering may not be available in all areas. If **CLEC desires to deploy IDSL in a particular CenturyLink exchange, **CLEC must identify the specific exchange in which it desires to deploy, and CenturyLink then will promptly advise **CLEC which CenturyLink Central Offices in that exchange are ISDL-capable. **CLEC shall only order IDSL Loops in those Central Offices which CenturyLink has advised are IDSL-capable.

92.1.3. "4-Wire xDSL Loop": A 4-Wire xDSL Loop, for purposes of this Article, is a copper loop that supports the transmission of DSL technologies. (The terms and conditions for the DS-1 Loop shall also apply and are set forth in Article VI (UNEs) to this Agreement.) A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional and will be performed by CenturyLink at **CLEC's request as more specifically set forth in Section 94 below.

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92.1.4. xDSL Subloop: An xDSL Subloop, for purposes of this Article, is as defined above in Section 90.1.2. The 2-Wire or 4-Wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that loop type and in Article VI (UNEs) to this Agreement. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing subloop is optional, subject to conditioning charges and will be performed by CenturyLink.

92.2. CenturyLink shall be under no obligation to provision loops or subloops in any instance where physical facilities do not already exist.

92.3. When **CLEC orders an xDSL Loop or xDSL Subloop that will be used to provide xDSL service, **CLEC will use the applicable ordering code where one has been provided by CenturyLink. Where an applicable ordering code has not been provided by CenturyLink, **CLEC will note that the loop or subloop will be used to provide an xDSL service in the "Remarks" section of the Local Service Request ("LSR"). CenturyLink will bill the applicable standard loop or subloop rate and the applicable conditioning charge(s). **CLEC must provide CenturyLink information on the specific type of xDSL to be ordered and/or the type of technology that **CLEC seeks to deploy. Where **CLEC asserts that the technology it seeks to deploy fits within a generic power spectral density ("PSD") mask, **CLEC also must provide Spectrum Class information for the technology. Where **CLEC relies on a calculation-based approach to support deployment of a particular technology, **CLEC must provide CenturyLink with information on the speed and power at which the signal will be transmitted. CenturyLink will use PSD information provided by **CLEC for the sole purpose of maintaining an inventory of Advanced Services present in the cable sheath. If the technology does not fit within a national standard PSD mask, **CLEC shall provide CenturyLink with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 98.1 below.

92.4. In the event that CenturyLink rejects a request by **CLEC for an xDSL Loop or xDSL Subloop, including, but not limited to, denial due to fiber, DLC, or DAML facility issues, CenturyLink will disclose to **CLEC information with respect to the **CLEC's proposed provision of Advanced Services, together with the specific reason for the rejection.

92.5. If CenturyLink or another carrier claims that a service is significantly degrading the performance of other Advanced Services or traditional voice band services, the Parties shall follow the procedures set forth in 47 C.F.R. § 51.233.

92.6. **CLEC shall not employ internal technical standards, through technical publications or otherwise, for its own retail xDSL, if any, that would adversely affect other xDSL services provided over CenturyLink's network or xDSL providers connected to CenturyLink's network.

93. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

93.1. General: CenturyLink will provide **CLEC with pre-ordering and loop make-up information for xDSL Loops and Subloops consistent with the manner in which it provides such information to any other CLEC, Affiliate and/or itself.

93.2. Ordering. CenturyLink will provide pre-ordering and ordering services to **CLEC for xDSL-capable loops and subloops consistent with the CenturyLink Service Guide.

93.3. Loop Qualification. Until such time as access to Loop Makeup Information (as defined in Section 93.4 below) is available via an electronic interface, CenturyLink will provide **CLEC actual Loop Makeup Information through a manual process. Upon **CLEC's

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request for such information CenturyLink will provide Loop Makeup Information specific to **CLEC's request within three (3) Business Days of the request.

93.4. "Loop Makeup Information" may include the following: (a) the Actual Loop Length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. Upon **CLEC's reasonable and specific request, CenturyLink will provide **CLEC will other Loop Makeup Information to the extent such information is available.

93.5. Where CenturyLink has not compiled Loop Makeup Information for itself, CenturyLink is not required to conduct a plant inventory and construct a database on behalf of **CLEC. If CenturyLink has manual access to this sort of information, CenturyLink will provide such information to **CLEC using the same process as it would use to provide the information to itself or any Affiliate.

94. PROVISIONING/REQUESTING CONDITIONING AS PART OF **CLEC'S ORDER

94.1. When **CLEC orders an xDSL Loop, CenturyLink shall charge **CLEC a non-recurring charge for each xDSL-Capable Loop ordered, whether or not conditioning of the loop is requested. **CLEC shall designate, at **CLEC's sole option, what loop conditioning (i.e., the removal of excessive or all bridged tap, load coils, and/or repeaters) CenturyLink is to perform in the provisioning of the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive or all bridged tap, load coils, and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.

94.2. With respect to **CLEC's request for loop conditioning on a loop or subloop the following will apply:

94.2.1. For loops that are less than a distance of 17,500 feet in Actual Loop Length between the CenturyLink Central Office and the End User's premises, CenturyLink shall (a) condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap and load coils provided **CLEC agrees to pay loop conditioning charges, and (b) remove repeaters at the per occurrence rate.

94.2.2. If **CLEC requests conditioning to remove excessive bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 17,500 feet or greater, CenturyLink shall condition the loop as requested to produce a clean loop at the applicable rate.

94.3. The provisioning and installation interval for xDSL-Capable Loops, where no conditioning is requested, shall be the same as the standard provisioning intervals for loops.. Upon completion of the subloop access arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the standard provisioning intervals for loops.

94.4. Subsequent to **CLEC's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop. The pricing for such additional conditioning shall be governed by the terms documented in Sections 94.2 and 94.3 above. When requests to add or modify conditioning are received for a pending xDSL Loop or xDSL Subloop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary.

94.5. **CLEC, at its sole option, may request shielded cross-connects for Central Office wiring. The Parties shall mutually agree to the time frame for provisioning shielded cross-connects.

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94.6. In the event **CLEC requests removal of non-excessive bridged tap as defined in this Article, CenturyLink shall charge **CLEC Time and Material Charges for such removal.

94.7. To the extent technically feasible, CenturyLink will test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and will not restrict its testing to voice transmission only. CenturyLink shall close **CLEC's order after such testing.

95. OPTIONAL ACCEPTANCE TESTING

95.1. Should **CLEC desire Acceptance Testing, **CLEC shall request such testing on a per xDSL Loop or xDSL Subloop basis. CenturyLink shall charge **CLEC Time and Material Charges for such Acceptance Testing.

95.2. Acceptance Testing Procedure:

95.2.1. Upon delivery of a loop or subloop to **CLEC, CenturyLink's field technician will call the CenturyLink Local Operations Center (LOC) or equivalent organization, and the LOC technician will call a toll free number provided by **CLEC to initiate performance of a series of Acceptance Tests.

A. 7.2.1.1 Except for IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, the CenturyLink field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

B. 7.2.1.2 For IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, the CenturyLink field technician will not perform a short or open circuit.

95.2.2. If the loop passes the "Proof of Continuity" parameters, as defined by this Article for xDSL Loops, **CLEC will provide CenturyLink with a confirmation number.

95.2.3. If the Acceptance Test fails loop Continuity test parameters, as defined by this Article for xDSL Loops, the CenturyLink technician will take reasonable steps to immediately resolve the problem with **CLEC on the line including, but not limited to, calling the Central Office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the CenturyLink technician will release the **CLEC technician and perform the work necessary to correct the situation.

95.2.4. Until such time as **CLEC and CenturyLink agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, **CLEC will accept IDSL Loops or Subloops provided through repeaters or digital loop carrier without testing the complete circuit.

95.2.5. Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require CenturyLink to expend additional time and expense.

95.3. Acceptance Testing Billing. **CLEC shall pay maintenance of service charges, on a time and material basis (i.e., Time and Material Charges), for the CenturyLink technician time involved at the rates set forth in the Pricing Appendix. If requested by **CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time.

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96. COOPERATIVE TESTING

96.1. The charges for Cooperative Testing shall be the same as provided for in Section 95.3 above. If requested by **CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime and premium time charges referenced above.

96.2. Should **CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL-Capable Loop or Subloop upon issuance of the trouble ticket.

96.3. If the trouble ticket was opened without a request for Cooperative Testing, and **CLEC should determine that Cooperative Testing is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.

96.4. Cooperative Testing Procedure.

96.4.1. The CenturyLink field technician or other CenturyLink personnel will contact **CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including Proof of Continuity and pair balance.

96.4.2. If the loop or subloop passes the Proof of Continuity parameters, as defined by this Article for xDSL-Capable Loops or Subloops, the technician will close out the trouble report, and the LOC will bill and **CLEC shall pay for the Cooperative Test as provided for in Section 95.3 above.

96.4.3. If the Cooperative testing fails Proof of Continuity parameters, as defined by this Article for xDSL-Capable Loops or Subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with **CLEC on the line including, but not limited to, calling the Central Office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the **CLEC representative and perform the work reasonably necessary to bring the loop or subloop to standard Continuity parameters as defined by this Article for xDSL-Capable Loops or Subloops. When the aforementioned test parameters are met, the LOC will contact **CLEC for another Cooperative Test.

96.4.4. Both Parties will work together to implement Cooperative Testing procedures that are efficient and effective.

97. SERVICE QUALITY AND MAINTENANCE

97.1. Maintenance, other than assuring loop Continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 17,500 feet in Actual Loop Length will only be provided on a time and material basis subject to Time and Material Charges as provided for in Section 95.3 above. On loops or subloops where **CLEC has requested that no conditioning be performed, CenturyLink's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at **CLEC's request, CenturyLink will verify Continuity, the completion of all requested conditioning, and will repair at no charge to **CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

97.2. For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop, and transferring to a new loop or subloop is a solution identified by CenturyLink to resolve the trouble ticket, CenturyLink, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from **CLEC on a loop or subloop currently in service, and CenturyLink determines that an LST can be performed, the appropriate CenturyLink Local Operations Center ("LOC") or functionally

equivalent organization will contact **CLEC to inform it that an LST will be performed in lieu of **CLEC's requested conditioning. In such cases where CenturyLink elects to perform an LST to resolve the identified trouble, CenturyLink shall perform the LST at no charge for loops less than 17,500 feet in Actual Loop Length (with the exception of repeaters if such exist); and on loops greater than 17,500 feet in Actual Loop Length, CenturyLink shall charge **CLEC as if it performed the requested conditioning. **CLEC shall not be obligated to pay any maintenance or trip charges for CenturyLink's technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be a CenturyLink network-related problem, **CLEC will not be charged the possible conditioning charges described above or for CenturyLink's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-CenturyLink network-related problem, then a Maintenance of Service and/or Time and Materials Charge set forth in this Agreement will apply. If an LST is performed, CenturyLink shall work with reasonable diligence to minimize End User service outage.

98. SPECTRUM MANAGEMENT

98.1. The Parties shall comply with the FCC's spectrum management rules, 47 C.F.R. §§ 51.231-233, as such rules may be modified from time to time. **CLEC will advise CenturyLink of the Power Spectral Density ("PSD") mask approved or proposed by the Network Interface, Power, and Protection Committee (NIPP) of the Alliance for Telecommunications Industry Solutions (ATIS) (f/k/a T1.E1) that reflects the service performance parameters of the technology to be used. At the time of ordering an xDSL Loop or Subloop, **CLEC will notify CenturyLink as to the type of PSD mask **CLEC intends to use on the ordering form and, if and when a change in PSD mask is made, **CLEC will notify CenturyLink as set forth in Section 92.3 above. **CLEC will abide by standards pertinent for the designated PSD mask type.

98.2. In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, CenturyLink and **CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

98.3. CenturyLink will manage the spectrum in a competitively neutral manner consistent with Applicable Law and all relevant industry standards regardless of whether the service is provided by **CLEC or by CenturyLink, as well as competitively neutral as between different xDSL services.

98.4. Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if CenturyLink and/or **CLEC is providing xDSL technologies deployed or other Advanced Services for which there is no standard, then CenturyLink and/or **CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

99. PRICING

99.1. The rates for xDSL Loops, xDSL Subloops, Loop conditioning, and cross-connects are set forth in the Pricing Appendix to the Agreement. .

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ARTICLE VIII: MAINTENANCE

100. GENERAL MAINTENANCE & REPAIR REQUIREMENTS

100.1. CenturyLink will provide maintenance and repair services for all Interconnection Facilities and trunks. Such maintenance and repair services provided to **CLEC shall be equal in quality to that which CenturyLink provides to itself, any subsidiary, Affiliate or third party. CenturyLink agrees to respond to **CLEC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End Users or to any other similarly situated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyLink shall be required to provide maintenance and/or repair to **CLEC only to the extent required by Applicable Law.

101. MAINTENANCE & REPAIR PROCEDURES

101.1. CenturyLink shall not respond to maintenance and/or repair calls directly from **CLEC's End Users. **CLEC shall initiate any and all maintenance and/or repair calls to CenturyLink.

101.2. CenturyLink will provide a single point of contact (SPOC) for all of **CLEC's maintenance and repair requirements.

101.3. On a reciprocal basis, **CLEC will provide CenturyLink with an SPOC for all maintenance and repair requirements.

101.4. **CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyLink Standard Practices. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), **CLEC must first conduct trouble isolation to ensure that the trouble does not originate from **CLEC's own equipment or network or the equipment of **CLEC's customer.

101.5. If (a) **CLEC reports to CenturyLink a trouble, (b) **CLEC requests a dispatch, (c) CenturyLink dispatches a technician, and (d) such trouble was not caused by CenturyLink's facilities or equipment in whole or in part, then **CLEC shall pay CenturyLink a charge for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by **CLEC is not available at the appointed time. **CLEC accepts responsibility for initial trouble isolation and providing CenturyLink with appropriate dispatch information based on its test results. If, as the result of **CLEC instructions, CenturyLink is erroneously requested to dispatch to a site on CenturyLink's company premises ("dispatch in"), a charge will be assessed per occurrence to **CLEC by CenturyLink. If as the result of **CLEC's instructions, CenturyLink is erroneously requested to dispatch to a site outside of CenturyLink's company premises ("dispatch out"), a charge will be assessed per occurrence to **CLEC by CenturyLink.

101.5.1. For occurrences set forth above CenturyLink shall charge Time and Materials charges pursuant to the Pricing Appendix.

101.6. For purposes of this Article, services, facilities and equipment provided to **CLEC through resold service or as Unbundled Network Elements will be considered restored, or a trouble resolved, when the quality of the resold service or Unbundled Network Elements is equal to that provided before the outage or the trouble occurred.

102. ESCALATION PROCEDURES

102.1. CenturyLink will provide **CLEC escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion.

102.2. On a reciprocal basis, **CLEC will provide CenturyLink with contact and escalation information for coordination of all maintenance and repair issues.

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103. EMERGENCY RESTORATION

103.1. **CLEC may contact CenturyLink in order to discuss activities involving the Central Office and inter-office network that may impact **CLEC End Users.

103.2. CenturyLink will establish an SPOC to provide **CLEC with information relating to the status of restoration efforts and problem resolution during any restoration process.

103.3. CenturyLink shall establish methods and procedures for re-provisioning of all Interconnection Facilities and trunks after initial restoration. CenturyLink agrees that Telecommunications Service Priority ("TSP") services for **CLEC carry equal priority with CenturyLink TSP services for restoration. CenturyLink will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

104. MISDIRECTED REPAIR CALLS

104.1. For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User the correct contact number.

104.2. In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End Users or to market services.

105. PREMISES VISIT PROCEDURES

105.1. CenturyLink Maintenance of Service Charges will be billed by CenturyLink to **CLEC, and not to **CLEC's End Users.

105.2. Dispatching of CenturyLink's technicians to **CLEC's End Users' premises shall be accomplished by CenturyLink pursuant to a request received from **CLEC only.

105.3. Except as otherwise provided in this Agreement, in those instances in which CenturyLink personnel are required pursuant to this Agreement to interface directly with **CLEC's End Users for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that they are there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyLink technicians provide to **CLEC's customer will be non-branded materials that do not identify the work being performed as being performed by CenturyLink. CenturyLink will not rebrand its vehicles and personnel.

105.4. If a trouble cannot be cleared without access to **CLEC's local service customer's premises and the customer is not at home, the CenturyLink technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call **CLEC for rescheduling of the repair.

106. TESTING

106.1. All troubles affecting CenturyLink's Unbundled Network Elements leased by **CLEC that are determined not to be End User-related or in **CLEC's provided network facilities will be reported by **CLEC to CenturyLink. Upon receipt of a trouble report on such Network Elements, CenturyLink will test and sectionalize all elements purchased from (or provided by) CenturyLink. If CenturyLink determines that a trouble is isolated or sectionalized in network facilities provided by **CLEC, then CenturyLink will refer the trouble ticket back to **CLEC for handling.

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107. PRICING

107.1. Rates and charges for the relevant services provided under this Article are included in Article VII, and such rates and charges shall apply.

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ARTICLE IX: ADDITIONAL SERVICES

108. NUMBER PORTABILITY

108.1. Definitions. For purposes of this Section governing number portability, the following definitions shall apply:

108.1.1. "Coordinated Hot Cut (CHC)" – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order.

108.1.2. "Donor Party" – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.

108.1.3. "Local Routing Number (LRN)"- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

108.1.4. "Permanent Number Portability" (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.

108.1.5. "Recipient Party" – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.

108.1.6. "Ten-Digit Unconditional Trigger Method (TDT)" – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting is less downtime to the end–user.

108.2. Number Portability (NP)

108.2.1. Each Party will provide Local Number Portability and obtain End User authorization in accordance with the Act, and applicable F.C.C. rules, regulations and orders.

108.2.2. A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow and comply with applicable FCC rules, regulations and orders.

A. The LSR will have a requested due date that is not less than the standard provisioning interval.

B. Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within forty-eight (48) hours from the time a "clean" LSR is received.

108.2.3. For purposes of this Article, the Parties will use a project management approach for the implementation of LSRs for complex porting requests as set forth below. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

108.2.4. Notwithstanding anything herein or in a related document or Standard Practices, the minimum porting interval for simple ports shall be as set forth by the FCC regardless of order volume.

108.2.5. Complex ports require project management and will require negotiation of due date intervals. Complex ports include:

A. Port requests of fifty-one (51) or more telephone numbers for the same customer at the same location;

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B. Porting of fifteen (15) or more access lines for the same customer at the same location;

C. Porting associated with complex services, including but not limited to, Centrex and ISDN.

108.3. Local Number Portability (LNP) orders may not be expedited.

108.4. The Party receiving the LSR will bill the service order charge set forth in the Pricing Appendix for each LSR received. The Party will bill the service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

108.5. Regardless of the number of Location Routing Numbers (LRNs) used by **CLEC in a LATA, CenturyLink will route traffic destined for **CLEC's End Users via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

108.6. When CenturyTel receives an unqueried call from **CLEC to a telephone number that has been ported to another local services provider, the unqueried call routing rate , and LNP Query Service charge will apply.

108.7. Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by F.C.C. orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or **CLEC.

108.8. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

108.9. Each Party shall become responsible for the End User's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the End User's telephone number to its switch.

108.10. Cut-Over Process for Number Porting Orders

108.10.1. TDT Cut-Overs

A. The Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers.

B. The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

C. The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

108.10.2. Coordinated Hot Cuts (CHC). Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Standard Practices.

A. Pricing for Number Portability Coordinated Hot Cuts (CHCs)

1) When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Pricing Appendix.

2) For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

109. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

109.1. Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. §153(46), CenturyLink and **CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyLink or **CLEC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

109.2. Pole Attachment & Conduit Occupancy Agreements. **CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyLink's facilities or uses CenturyLink's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

110. 911 EMERGENCY SERVICES

110.1. This Section sets forth terms and conditions for 911 Service provided by CenturyLink to **CLEC serving end users in a geographic area where CenturyLink is the 911 Service Provider, as defined herein.

110.2. CenturyLink Responsibilities. When CenturyLink is designated by the PSAP as the primary 911 Service Provider in a geographic area in which **CLEC furnishes local telephone exchange service, CenturyLink shall have the following obligations:

A. Call Routing

1. CenturyLink will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

2. CenturyLink will forward the calling party number (ANI) it receives from **CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **CLEC, CenturyLink will route the call to the "Default" ESN assigned to **CLEC Entities' 911 trunk group and will forward an identification code for display at the designated "Default" PSAP associated with that "Default" ESN. If the ANI is forwarded by **CLEC but no ALI record is found in the 911 DBMS, CenturyLink will report this "No Record Found" condition to **CLEC in accordance with NENA standards.

B. Facilities and Trunking

1. CenturyLink will provide transport facilities to interconnect **CLEC to CenturyLink's SR, at standard CenturyLink Access tariff rates. Additionally, when diverse facilities

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are requested by **CLEC, CenturyLink will provide such diversity where technically feasible and facilities are available, at standard CenturyLink Access tariff rates.

2. Upon written request by **CLEC, CenturyLink shall, in a timely fashion and at no charge, provide **CLEC with a description of the geographic area (or rate centers) and PSAPs served by the 911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

C. Database

1. Where CenturyLink manages the ALI database, CenturyLink shall store **CLEC end user 911 records.

2. Where CenturyLink is the ALI database provider, CenturyLink shall coordinate access to the CenturyLink DBMS for the initial loading and updating of **CLEC's end user 911 records. For such purposes, CenturyLink will provide **CLEC with access to "WebDBMS", which is a customer interface to the DBMS which restricts **CLEC access to **CLEC end user records only, and is used for viewing and coordinating electronic file processing of such end user records. CenturyLink shall provide **CLEC with a password to the WebDBMS, and **CLEC shall be responsible for maintaining confidentiality and use of such password.

3. CenturyLink ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual Entry shall only be allowed in the event the DBMS is not functioning, or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Article VII.

4. CenturyLink will provide an error and status report for **CLEC's end user records received from **CLEC. This report will be provided in a timely fashion in accordance with the methods and procedures to be provided to **CLEC.

5. Where CenturyLink manages the ALI database, CenturyLink shall provide **CLEC with one electronic file containing the Master Street Address Guide (MSAG) annually for each county in the State for which this contract is applicable, in which CenturyLink is the 911 Service Provider, and in which **CLEC exchanges Local Traffic with CenturyLink. Additional MSAG files are available at the rate set forth in Article VII.

6. Where CenturyLink manages the ALI database, CenturyLink shall establish a process for the management of NPA splits by populating the ALI database with the appropriate NPA codes.

110.3. **CLEC Responsibilities. Where CenturyLink is the 911 Service Provider, **CLEC shall have the obligations in this Section.

A. Call Routing

1. **CLEC will transport 911 calls to the applicable CenturyLink Selective Router.

2. **CLEC will forward the ANI information of the party calling 911 to the applicable CenturyLink Selective Router.

B. Facilities and Trunking

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1. **CLEC shall order and maintain a minimum of one 911 dedicated DS1 facility for each SR with a minimum of two one-way outgoing DS0 trunks dedicated for originating 911 calls to reach each applicable PSAP served by such SR. **CLEC will provision these facilities in accordance with applicable NENA standards; **CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, at such higher grade of service as required by Applicable Law or duly authorized governmental authority.

2. **CLEC acknowledges that end users in a single local calling area may be served by different SRs, and that **CLEC shall be responsible for providing sufficient transport facilities and trunking to route 911 calls from its end users to each of the proper 911 SR's.

3. **CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that **CLEC serves if the PSAP for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive a 10-digit ANI, 911 traffic must be transmitted over a separate 911 trunk group for each NPA (area code) served by that PSAP.

4. **CLEC Where diverse routing to CenturyLink SR's is desired by **CLEC or required by the applicable PSAP or as otherwise necessary for the proper routing of 911 calls to the appropriate PSAP, then **CLEC is responsible for ordering such facilities at **CLEC's expense.

5. **CLEC is responsible for determining and maintaining the proper quantity of 911dedicated one-way outgoing trunks and facilities from its switch(es) to the CenturyLink Selective Router(s.

6. **CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If **CLEC's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, **CLEC shall order additional dedicated 911facilities from CenturyLink at the rates set forth in Article VII.

7. **CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

C. Selective Router Port Charges/Terminations for Connecting Companies

1. **CLEC will be charged a monthly recurring and one-time selective router port charge per trunk to establish the connection to each applicable SR that provides connectivity for incoming 911 trunks to enable competitive local exchange carrier access to the emergency services network.

D. Database

1. Once 911 Trunks have been established and tested between **CLEC and appropriate Selective Routers, **CLEC shall be responsible for providing **CLEC's end user records to CenturyLink for inclusion in CenturyLink's ALI database.

2. **CLEC shall assign a 911 database coordinator charged with the responsibility of forwarding **CLEC end user ALI record information to CenturyLink.

3. **CLEC shall provide initial and ongoing updates of **CLEC's 911 Records that are MSAG-valid in electronic format based upon established NENA standards. **CLEC

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shall provide information on new subscribers to CenturyLink within one (1) business day of the order completion. CenturyLink shall update the database within two (2) Business Days of receiving the data from **CLEC. If CenturyLink detects an error in **CLEC provided data, the data shall be returned to **CLEC within two (2) Business Days from when it was provided to CenturyLink. **CLEC shall respond to requests from CenturyLink to make corrections to database record errors by uploading corrected records within two (2) Business Days Manual entry shall be allowed only in the event that the system is not functioning properly or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Article VII.

4. **CLEC assumes all responsibility for the accuracy of the data that **CLEC or their agent provides to CenturyLink.

5. **CLEC shall adopt use of a Company ID on all **CLEC 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

6. **CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

E. Other

7. **CLEC shall obtain its own pANI's for each PSAP to which CenturyLink provides or shall provide coverage, and shall supply these pANI's to CenturyLink for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, **CLEC shall promptly obtain the appropriate number of additional pANI's to be allocated to each PSAP as may be appropriate under the circumstances.

8. **CLEC is responsible for collecting from its retail end users any applicable 911 surcharges required by law to be assessed and remit such surcharges to the appropriate entity or entities specified by law.

110.4. Responsibilities of Both Parties

A. The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from **CLEC to the designated CenturyLink 911 Selective Router(s).

B. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

C. CenturyLink and **CLEC will cooperate to promptly test all trunks and facilities between **CLEC's switch and the CenturyLink SR(s) in accordance with industry standards.

D. **CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network (including any facilities not leased from CenturyLink). CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems on CenturyLink's network. **CLEC is responsible for advising CenturyLink of the 2-6 Code (TSC) and the fact that the trunk group is a 911 trunk group when notifying CenturyLink of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyLink will refer network trouble to **CLEC if no defect is found in CenturyLink's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

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111. 911 TRANSIT SERVICE

111.1. When CenturyLink is not the Primary 911 Service Provider, CenturyLink may provide a 911 transit service to transport **CLEC's 911 calls to the primary 911 network service provider designated by the applicable PSAP(s). This section becomes applicable when **CLEC utilizes 911 transit service from CenturyLink. Transit service is subject to the rates set forth in Article VII, which 911 transit charges shall be in addition to any applicable charges for 911 Service provided to **CLEC.

111.2. Where **CLEC utilizes CenturyLink's 911 transit service, **CLEC holds CenturyLink harmless from and against any liability to **CLEC or its end users arising from any failure by PSAP(s) or their designated agent(s) to properly route, receive or respond to 911 calls.

111.3. **CLEC will take appropriate steps to notify all PSAP(s) within **CLEC's service territory with accurate contact information, including a name and telephone number that can be used by the PSAP(s) to reach **CLEC in the event of 911 network problems or an emergency requiring availability of a contact.

111.4. CenturyLink shall be entitled to immediately terminate 911 transit service to the **CLEC if CenturyLink is advised by any applicable PSAP(s) that **CLEC has not provided the PSAP(s) with appropriate contact information.

111.5. CenturyLink shall have no liability to **CLEC arising out of any failure by the **CLEC to provide PSAP(s) with appropriate contact information, and to update such information as needed.

111.6. **CLEC indemnifies CenturyLink from and against fees or charges, if any, that a third party might seek to assess for transporting **CLEC's 911 calls beyond the point of interconnection established between CenturyLink and the PSAP(s) designated agent or the primary 911 service provider.

111.7. METHODS AND PRACTICES

a. Each Party will comply with all of the following to the extent that they apply to 911 Service:

(i) all F.C.C. and applicable state Commission rules and regulations,
(ii) any requirements imposed by any Governmental Authority other than a Commission.

111.8. ORDERING

a. **CLEC will identify geographic territory **CLEC will provide service in trunk forecast submitted to CenturyLink. **CLEC will be informed of the applicable selective router(s) and configuration required by CenturyLink as part of the pre-ordering process.

b. **CLEC is responsible for contacting appropriate PSAP(s) or state entity(ies) that have jurisdiction in the geographic area(s) in which **CLEC is implementing service in, and to provide required information to such PSAP(s) or government entity(ies) as required by such PSAP(s) or government entity(ies) prior to initiating the pre-ordering process for 911 Service provided by CenturyLink.

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111.9. BASIS OF COMPENSATION

a. Compensation to CenturyLink for provision of 911 Service will be in accordance with the charges set forth in Article VII.

b. Charges will begin on the date of connection to 911 Service.

c. In satisfaction of **CLEC orders or requests related to 911 Service, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Section. In such event CenturyLink is entitled to reimbursement from **CLEC for all such costs provided that CenturyLink first notifies **CLEC of the costs and obtains **CLEC's concurrence to proceed with fulfilling the order or request. For all such costs and expenses CenturyLink shall receive through individual case basis (ICB's) non-recurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs.

111.10. LIABILITY

a. 911 Service is provided by CenturyLink subject to State statutory limitation of liability and the following subsections.
b. CenturyLink's entire liability to **CLEC or any person for interruption or failure of any aspect of 911 shall be limited by the terms set forth in this section, the Rules and Regulations section of this Section, and in any sections of other Articles which apply to the provision by CenturyLink. 911 is offered solely to assist **CLEC in providing 911 in conjunction with applicable fire, police, and other public safety agencies. By providing 911 to **CLEC, CenturyLink does not create any relationship or obligation, direct or indirect, to any third party other than **CLEC.
c. CenturyLink shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any act or omission of CenturyLink or its employees, agents or contractors, in the design, development, installation, maintenance, or provision of any aspect of service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall CenturyLink's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the rate for the service or facilities provided to **CLEC for the time such interruption to service or facilities continues, after notice by **CLEC to CenturyLink. No allowance shall be made if the interruption is due to the negligence of **CLEC. In no event shall CenturyLink be held liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of 911 Service.
d. **CLEC shall indemnify and hold harmless CenturyLink from any damages, claims, causes of action, or other injuries whether in contract, tort, or otherwise which may be asserted by any person, business, governmental agency, or other entity against CenturyLink as a result of any act or omission of **CLEC or any of its employees, directors, officers, contractors or agents in connection with designing, developing, adopting, implementing, maintaining, or operating any aspect of 911 or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of 911 Service.
e. CenturyLink shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of 911 Service when any 911 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with multi-party lines, or private telecommunications services, such as PBXs or shared tenant services and calls originating over Centrex lines.

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f. CenturyLink shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of any aspect of 911 Service when there is a failure of or interruption due to the attachment of any equipment by **CLEC to CenturyLink facilities. **CLEC may, with the prior written consent of CenturyLink, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by CenturyLink. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. CenturyLink reserves the right to refuse attachments if CenturyLink determines that said attachments will degrade 911 Service, CenturyLink facilities, or otherwise affect its operations.

g. CenturyLink shall not be liable for any civil damages, whether in contract, tort, or otherwise, caused by an act or omission of CenturyLink in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to PSAP's or other agencies responding to calls using such information to provide 911 Service.

h. It is the obligation of **CLEC to properly route all 911 calls from **CLEC's end users. Neither **CLEC nor CenturyLink shall have any responsibility for 911 calls that carry foreign dial tone, whether they originate within or outside of **CLEC's service area.

i. CenturyLink shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by acts or omissions act of any person other than CenturyLink, or arising from the use of **CLEC provided facilities or equipment.

112. DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

112.1. CenturyLink, either directly or through a third party, publishes and distributes alphabetical (white pages) and/or classified (yellow pages) telephone directories (hereinafter the "Directory" or "Directories" as the case may be) in certain CenturyLink local exchange service areas (the "CenturyLink Local Areas").

112.2. This Section sets forth the rates, terms and conditions pursuant to which CenturyLink agrees to provide to **CLEC basic services associated with the Directories such as publication of listings and distribution (the "Directory Services" or "Services") as more particularly described in this herein. These terms are applicable only to hard copy directory books. CenturyLink and **CLEC may, from time to time, agree on the provision of additional services ("Additional Services"), which shall be furnished pursuant to amendments to this Agreement and governed by the terms and conditions set forth in this Agreement. No amendment for Additional Services shall be binding unless signed by the Parties.

112.3. The Parties acknowledge that CenturyLink is not a Directory Assistance (DA) provider. CenturyLink provides directory listings information for its subscribers to third party DA providers to be included in the national and local databases used by such third party providers. The Parties agree that to the extent the DA provider contracted by **CLEC for DA services to **CLEC's subscribers also populates the national DA database, then **CLEC's DA listings have been made available to CenturyLink's subscribers and no further effort is needed by either Party. If for any reason, **CLEC desires that CenturyLink act as a middleman conduit for the placement of **CLEC's DA listings in the DA database(s), then CenturyLink shall provide such compensable DA listings service pursuant to separate DA terms between CenturyLink and **CLEC which will be attached to this Agreement as an Amendment.

112.4. **CLEC OBLIGATIONS AND RESPONSIBILITIES

112.5. The following obligations shall be the responsibility of **CLEC, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth herein:

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112.5.1. **CLEC shall submit to CenturyLink or, if so elected by **CLEC to submit an annual data file as provided herein, its designated third party publisher ("Publisher") all Listing Information (as hereinafter defined) relating to its subscribers ("Subscribers") who desire published listings within a CenturyLink Directory. For purposes of this Agreement, "Listing Information" shall consist of the Subscriber's name, address, telephone number, desired yellow pages classified heading (if any), and any other required listing information. Under no circumstances shall **CLEC provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied by **CLEC without charge to CenturyLink. Listing Information shall be supplied, to CenturyLink, in a Local Service Request ("LSR") or a standalone Directory Service Request ("DSR") or, if to the Publisher, in a data file format as provided herein. Listing Information shall be submitted within the time frames as reasonably directed by CenturyLink and in accordance with established service guidelines in the CenturyLink Standard Practices, which may be accessed at http://business.centurytel.com//business/Wholesale/. Listing Information provided to CenturyLink via an LSR or DSR will be used by CenturyLink for purposes related to publishing directory listings.

112.5.2. If providing Listing Information via an LSR or DSR, **CLEC shall separately provide to CenturyLink Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings. Where **CLEC elects to send an annual data file of Listing Information to the Publisher, **CLEC shall provide a separate distribution file to the Publisher.

112.5.3. If required for resolution of a Directory related inquiry, request or complaint received by **CLEC from its Subscribers, **CLEC shall promptly notify CenturyLink, but in any event within ten (10) days, of receipt of such inquiry, request, or complaint and shall reasonably cooperate with CenturyLink and Publisher to resolve such matters in a timely and expeditious manner. If the Parties are unable to resolve such matters within thirty (30) days, either Party may invoke the Dispute Resolution process .

112.5.4. If providing Listing Information via an LSR or DSR, **CLEC shall process all Listing Information change requests received from its Subscribers within commercially reasonable time frames.

112.5.5. If providing Listing Information via an LSR or DSR, **CLEC shall transmit to CenturyLink all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by **CLEC to CenturyLink and held in CenturyLink's database.

112.5.6. **CLEC will pay charges as set forth in the price sheet. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher. Where **CLEC requests services or work that is outside the scope of that set forth following, CenturyLink shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from **CLEC to undertake such work on **CLEC's behalf.

112.5.7. For Listing Information held in the CenturyLink database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyLink 30 days prior to the annual Business Office Close ("BOC") for a Directory. **CLEC shall review the Galley Proofs and provide corrections to CenturyLink no later than five (5) business days prior to the BOC ("cut-off date"). Such cut-off date shall be at parity with that required for CenturyLink to enter corrections of its own Listing Information. Notwithstanding the foregoing, should either Party identify

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pervasive or systemic errors requiring corrections to more that 10 percent of **CLEC's listings, **CLEC will take commercially reasonable efforts to initiate the process of submitting corrections no later than 15 days prior BOC. **CLEC expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyLink. In the event **CLEC fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and **CLEC shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyLink provides the Galley Proofs to **CLEC with the time frames required herein and that such Galley Proofs have not been modified after **CLEC's review. **CLEC may request additional Galley Proofs with at least one (1) week's advance notice to CenturyLink and at charges as provided in Exhibit B.

112.5.8. If **CLEC elects to provide Listing Information via an annual data file to the CenturyLink Publisher, **CLEC will: (i) provide the annual one time data file for each individual directory to the Publisher prior to the BOC, with notice to CenturyLink at least forty-five (45) days prior to file submission of **CLEC intent to provide a data file of Listing Information; and (ii) provide the data file of Listing Information in a format as previously agreed upon by the Parties.

112.6. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES

112.6.1. During the Term of this Agreement, the responsibilities of CenturyLink and, as directed by CenturyLink, its Publisher, shall be the following:

112.6.2. CenturyLink shall include one standard listing ("**CLEC Listing") for each Subscriber, at no charge to **CLEC or **CLEC's subscribers, for whom CenturyLink or its Publisher receives Listing Information in CenturyLink's Directories for a CenturyLink Local Area. Standard **CLEC Listings shall be interfiled alphabetically with listings of other local exchange telephone company subscribers and treated in the same manner as CenturyLink Listings.

112.6.3. Where **CLEC submits Listing Information via the LSR/DSR process, CenturyLink shall make reasonable provisions to ensure that **CLEC Subscribers' Listing Information is properly entered into the CenturyLink database and transmitted to Publisher, as provided by **CLEC. In the event that CenturyLink incorrectly publishes the Listing Information of a **CLEC subscriber(s), through no fault of **CLEC, CenturyLink shall promptly, but in any event within ten (10) days of notice from **CLEC, take actions to correct the Listing Information in the CenturyLink database used for publishing Directories, and will reasonably cooperate with **CLEC to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities pursuant to this Section 112.6.3., either Party may invoke the Dispute Resolution terms of this Agreement.

112.6.4. CenturyLink shall make available, at no charge to **CLEC or its Subscribers, one listing for each **CLEC business customer under the appropriate heading (if such heading is supplied by **CLEC) in CenturyLink's applicable classified Directories, such headings and Directories to be determined at CenturyLink's discretion. CenturyLink shall work cooperatively with **CLEC to ensure any such listings for government agencies are also included in the appropriate section and under the appropriate heading.

112.6.5. CenturyLink shall include, at no additional charge, **CLEC critical contact information alphabetically (by local exchange carrier) in the information pages

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of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where **CLEC offers Local Service, in accordance with CenturyLink's standards for inclusion in a given Directory. For this purpose, **CLEC must: supply in a timely manner critical contact information needed by CenturyLink to produce information pages, and ensure that critical contact information telephone numbers are working numbers. Critical contact information includes **CLEC's name and logo, telephone numbers for telephone services, billing, and repair services.

112.6.6. Except as provided in Section 112.10 below for the annual one time submission of Listing Information to the Publisher, CenturyLink shall not be restricted in supplying to third party directory publishers **CLEC Subscriber Information and interfiled with Listing Information of CenturyLink and other CLEC subscribers as may be required to fulfill regulatory and legal requirements for the sole purpose of publishing directory listings. Further, the Parties agree that such Listing Information provided to third party directory publishers shall not contain information or data that could be used to distinguish **CLEC Subscribers from CenturyLink or other CLEC Subscribers.

112.6.7. CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to **CLEC or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by **CLEC. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new **CLEC Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyLink's receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyLink's standard procedures. CenturyLink shall make available in the published Directory to **CLEC's Subscribers an 800 number to use for any Secondary Distribution requirements.

112.6.8. Except where **CLEC elects to submit Listing Information directly to the Publisher, CenturyLink shall provide an extract of **CLEC Subscribers' alphabetical listings thirty (30) days prior to the Business Office Close ("BOC") date for a Directory publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of **CLEC Listings in advance of publication and within the time/deadline constraints imposed by CenturyLink and/or its Publisher as set forth above in Section 78. **CLEC shall be responsible for any costs associated with the review process charged by CenturyLink and/or its Publisher; provided however, where such costs associated with the review process are not set forth in the Pricing Appendix to this Agreement, CenturyLink shall provide in writing costs to be incurred and obtain the prior written consent of **CLEC before engaging in any such work on behalf of **CLEC.

112.6.9. Within ten (10) business days of a request by **CLEC, CenturyLink will provide **CLEC with the appropriate contact information for the CenturyLink directory publisher.

112.6.10. CenturyLink shall provide notice of Directory Service process or guideline changes to **CLEC as soon as such change is practicably known to CenturyLink but no less than thirty (30) days prior to the effective date of such change.

112.7. DIRECTORY ADVERTISING

112.7.1. **CLEC acknowledges and agrees that this Agreement does not cover the provision of Directory advertising, and **CLEC expressly acknowledges that

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any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyLink's standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

112.8. COOPERATION

112.8.1. The Parties acknowledge and agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

112.9. SALES AND PUBLISHING PROCEDURES

112.9.1. CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All **CLEC listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply **CLEC with updates concerning publishing schedules and related matters.

112.9.2. Nothing in this Agreement shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher; provided however, in the event that **CLEC chooses to provide listings via an annual data file, CenturyLink will notify **CLEC in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a decision to change in publishers. Such notice will include contact information of the new directory Publisher and any known changes that will impact the process by which the **CLEC's listings are to be included in the directory publication and distribution.

112.10. SUBMISSION OF LISTINGS FOR PUBLICATION

112.10.1. **CLEC may choose to send Subscriber Listing Information via the LSR/DSR process or an annual data file. For each directory market, **CLEC must choose either the LSR/DSR process or the annual data file method. If at any time **CLEC wishes to change the methodology used in the previous year's Directory for a specific area, **CLEC must notify in writing to CenturyLink and the appropriate process will be instituted with the publication of the next publish date of the directory. In no event will this notification be less than one-hundred eighty (180) days before the close date of the affected directory.

112.10.2. LSR/DSR Option for submitting Directory Listings

A. **CLEC will submit directory listing requests for all listings, additions, changes, deletions via the LSR/DSR Process.

B. Notwithstanding anything herein or in related documents or guidelines, unless otherwise agreed by the Parties, CenturyLink will process all **CLEC orders on a timeframe at parity with what CenturyLink processes orders for its own retail customers.

112.10.3. Annual File

A. **CLEC may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyLink's own system, or rekeyed. CenturyLink shall direct its Publisher to handle Listing Information submitted via an annual data file by **CLEC pursuant to the terms of this Appendix and interfile **CLEC Subscriber Listings alphabetically with CenturyLink's Subscriber Listings in the local white pages, and where applicable the Yellow Pages for business listings.

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B. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.

C. It is **CLEC's responsibility to ensure the annual data file is provided to CenturyLink and or the Publisher (if so elected by **CLEC) before the corresponding close date each year; provided however, CenturyLink must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date

D. **CLEC will provide a separate distribution file (marked 'distribution only') containing all subscribers for the applicable Directory area.

E. **CLEC is responsible for selling its listings to third party requestors if **CLEC selects the annual data file method.

F. There is no charge for the annual data file to be supplied by **CLEC.

112.11. Description of Services:

112.11.1. Preliminary Pages

A. Critical customer contact numbers for billing, service, repair

B. Listing of **CLEC name and address in alpha order on page(s) titled "Other Telephone Service Providers"

112.11.2. Directory Listings

A. A white pages listing for each published **CLEC subscriber

B. A standard regular listing in classified section of directory for each business

C. A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided

D. Fulfillment of orders for directory listings to 3rd party directory publishers on behalf of **CLEC; B. Applies only where the LSR/DSR Process is used by **CLEC

E. A listing in the appropriate section of the directory for government agencies.

112.11.3. White Pages Galleys

A. One white pages galley for each directory to proof prior to publication at no charge

B. Additional galleys available upon request

C. One white page galley will be supplied only if the listings are maintained by CenturyLink

D. Applies only where the LSR/DSR Process is used by **CLEC

112.11.4. Copies of Directories

A. One copy of telephone directory to **CLEC at time of publication

B. Delivery of directories to **CLEC subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified for hand delivery. For mailed, all quantities default to 1) during initial distribution

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C. For secondary distribution 800# must be used.

112.11.5. Directory Service Request

A. Service order processing to update, establish or change a directory listing.

B. Applies only where the LSR/DSR Process is used by **CLEC

113. PROVISION OF COLLOCATION

113.1. CenturyLink will provide Collocation to **CLEC in accordance with this Agreement for the purposes of Interconnection to CenturyLink pursuant to the Act (including 47 USC §251(c)(2)) and for obtaining access to CenturyLink's UNEs pursuant to the Act (including 47 USC §251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 USC §251(c)(6)).

113.2. Prices and fees for collocation and other services under this Agreement are contained in the Pricing Appendix.

113.3. This Agreement states the general terms and conditions upon which CenturyLink will grant to **CLEC the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating **CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by CenturyLink or others in accordance with this Agreement.

113.4. Termination of Collocation Space

113.4.1. **CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to CenturyLink. Upon termination of such occupancy, **CLEC at its expense shall remove its equipment and other property from the Collocation Space. **CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of **CLEC's Guests; provided, however, that **CLEC shall continue payment of monthly fees to CenturyLink until such date as **CLEC has fully vacated the Collocation Space. **CLEC will surrender the Collocation Space to CenturyLink in the same condition as when first occupied by **CLEC, except for ordinary wear and tear.

113.4.2. **CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

113.4.3. Upon termination of **CLEC's right to possession of a Collocation Space, **CLEC shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and CenturyLink will have the right to remove the equipment and other property of **CLEC or **CLEC's Guest at **CLEC's expense and with no liability for damage or injury to **CLEC's property.

113.4.4. Should CenturyLink under any Section of this Agreement remove any of **CLEC's equipment from its collocation space, CenturyLink will deliver to **CLEC any equipment removed by CenturyLink only upon payment by **CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink under this Agreement. Should CLEC fail to remove any of its

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equipment deemed abandoned, title thereto shall pass to CenturyLink under this Agreement as if by a Bill of Sale. Nothing herein shall limit CenturyLink from pursuing, at its option, any other remedy in law, equity, or otherwise related to **CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

113.4.5. **CLEC shall surrender all keys, access cards and CenturyLink-provided photo identification cards to the Collocation Space and the Building to CenturyLink, and shall make known to CenturyLink the combination of all combination locks remaining on the Collocation Space.

113.4.6. If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives available, CenturyLink shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other CenturyLink-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or CenturyLink's tariffs to provide Telecommunications Services to its End User CLECs. In such cases, CenturyLink will reimburse **CLEC for reasonable direct costs and expenses in connection with such reclamation.

113.5. If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives, to require **CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from CenturyLink, in which event, CenturyLink shall pay all moving costs and the Collocation License Fee provided for herein shall remain the same.

113.6. Collocation Options

113.6.1. CenturyLink will offer Collocation Space to allow **CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. CenturyLink shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, **CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

113.6.2. Where space permits, CenturyLink will authorize the enclosure of **CLEC's equipment and facilities at **CLEC's option. CenturyLink will provide guidelines and specifications upon request. Based on **CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At **CLEC's option, CenturyLink will permit **CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at **CLEC's sole expense. **CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill **CLEC directly for all work performed for **CLEC and CenturyLink will have no liability for nor responsibility to pay such charges imposed by the third party vendor. **CLEC must provide the local CenturyLink building contact with one Access key used to enter the locked enclosure. Except in case of emergency, CenturyLink will not access **CLEC's locked enclosure prior to notifying **CLEC and obtaining authorization.

A. CenturyLink has the right to review **CLEC's plans and specifications prior to allowing construction to start. CenturyLink will complete its review within fifteen (15) Days of receipt of such plans. CenturyLink has the right to inspect the enclosure after construction to make sure it is

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constructed according to the submitted plans and specifications. CenturyLink can require **CLEC to remove or correct, at its cost, any structure that does not meet these plans in any material way.

113.6.3. **CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by **CLEC ("Host") and other telecommunications carriers ("Guests"). **CLEC will notify CenturyLink in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by **CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

A. As Host, **CLEC will be the sole interface and responsible party to CenturyLink for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, CenturyLink will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.

B. CenturyLink will not place unreasonable restrictions on **CLEC's use of a cage, and as such will allow **CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with CenturyLink utilize a shared collocation cage, CenturyLink will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.

C. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

113.6.4. CenturyLink will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the CenturyLink property where the adjacent structure (such as an equipment vault or similar structure) will be placed. If a mutual agreement cannot be reached, CenturyLink will decide the location, subject to zoning or other state and local regulations and future use by CenturyLink or other requesting Telecommunications Carriers pursuant to an application submitted under Section 113.

A. **CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the CenturyLink point of interconnection. Should **CLEC elect such an option, **CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.

B. CenturyLink maintains the right to review **CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). CenturyLink will complete its review within thirty (30) Days of site selection and receipt of plans. Except that such time period may be

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extended if any delay is due to the actions of **CLEC. CenturyLink may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. CenturyLink may require **CLEC to correct any deviations from approved plans found during such inspection(s).

C. CenturyLink will provide AC power, as requested, subject to being technically feasible. At its option, **CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as CenturyLink's.

D. Subject to **CLEC being on the waiting list, in the event that space in a CenturyLink Premises becomes available, CenturyLink will provide the option to **CLEC to relocate its equipment from an Adjacent Facility into the CenturyLink Premises. In the event **CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the CenturyLink Premises.

113.6.5. To the extent possible, CenturyLink will provide **CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

113.6.6. CenturyLink will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 USC §251(c)(6) and 47 CFR §51.321).

A. **CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, which is needed for the virtual collocation, and in consideration of $1 and the other benefits derived by **CLEC from such virtual collocation arrangement, **CLEC will lease such equipment to CenturyLink for the sole purpose of having CenturyLink install and maintain the equipment in accordance with terms and conditions of this Agreement. Upon termination of the virtual collocation arrangement, **CLEC is responsible for the cost of removing the equipment from the Premises.

B. CenturyLink does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of **CLEC's equipment, arrangement or facilities.

C. CenturyLink will install, maintain, and repair **CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink, CenturyLink's affiliates or third parties. The following services are not covered by this Agreement:

(1) services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;

(2) service of attached, related, collateral or ancillary equipment or software not covered by this Section;

(3) repairing damage caused to **CLEC's collocated equipment by persons other than CenturyLink, or its authorized contractors, or

(4) repairing damage to other property or equipment caused by operation of **CLEC's collocated equipment and not caused by the sole negligence of CenturyLink.

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D. CLEC warrants that CenturyLink shall have quiet enjoyment of the equipment. CenturyLink will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of CenturyLink and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to CenturyLink. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow CenturyLink manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

1. In the event CenturyLink's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, CenturyLink may give written notice to **CLEC and all of CenturyLink's obligations relating to the affected equipment shall terminate immediately.

113.6.7. CenturyLink's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to **CLEC at rates on Table Two or as filed in a tariff and approved by the Commission.

113.7. Demarcation Point

113.7.1. CenturyLink will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At **CLEC's request, CenturyLink will identify the location(s) of other possible demarcation points available to **CLEC, and **CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and CenturyLink's equipment. CenturyLink will use its best efforts to identify the closest demarcation point to **CLEC's equipment that is available.

113.7.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.

113.7.3. At **CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at **CLEC's option, serve as the demarcation point. If **CLEC elects not to provide a POT frame, CenturyLink will agree to handoff the interconnection cables to **CLEC at its equipment, at **CLEC's designated demarcation point. When **CLEC elects to install its own POT frame/cabinet, CenturyLink must still provide and install the required DC power panel.

113.8. Application Process

113.8.1. Upon **CLEC's selection of a Premises in which it desires to collocate its Equipment, **CLEC can find the then current collocation application form (the "Application") on CenturyLink's website. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in **CLEC's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

A. **CLEC will complete the Application, and return it, along with the appropriate Application Fee, to CenturyLink. The Application shall

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include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. CenturyLink will not process an Application until both the Application and the applicable Application fee are received.

B. In the event **CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by CenturyLink, **CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. In addition to the Application Augment Fee, **CLEC will pay all such charges billed by CenturyLink to recover the costs of work performed for **CLEC's benefit.

C. Where **CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of CenturyLink, CenturyLink will not impose additional charges or additional intervals that would delay **CLEC's operation. **CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.

113.8.2. If **CLEC wishes CenturyLink to consider multiple methods for collocation on a single Application, **CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for CenturyLink to process the Application for each of the preferred methods. If **CLEC provides adequate information and its preferences with its Application, CenturyLink may not require an additional Application, nor would **CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. CenturyLink will not select for **CLEC the type of collocation to be ordered.

113.8.3. Within ten (10) Days after receiving **CLEC's Application for collocation, CenturyLink will inform **CLEC whether the Application meets each of CenturyLink's established collocation standards. Should **CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten Days after being informed of them, **CLEC shall retain its original position within any collocation queue that CenturyLink maintains. If CenturyLink informs **CLEC that there is a deficiency in an Application, CenturyLink will provide sufficient detail so that **CLEC has a reasonable opportunity to cure each deficiency.

113.8.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by **CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. **CLEC will be required to pay any applicable Application fees.

113.8.5. CenturyLink shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.

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A. CenturyLink will notify **CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.

B. In order to increase the amount of space available for collocation, CenturyLink will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.

113.8.6. After notifying **CLEC that CenturyLink has no available space for Physical Collocation in the requested Central Office ("Denial of Application"), CenturyLink will allow **CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by CenturyLink within five (5) Days of the Denial of Application.

A. If **CLEC contests CenturyLink's notice that there is not sufficient space for Physical Collocation in the Central Office, the parties agree to seek expedited resolution of the dispute at the State Commission as to whether or not CenturyLink meets the demonstration requirement of §251(c)(6) of the Act. If the Commission determines that space is not available, CenturyLink will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

B. On a first come, first serve basis, CenturyLink will maintain a waiting list of requesting carriers who have either (i) received a Denial of Application for lack of space, or (ii) have submitted a Letter of Intent to collocate where it is publicly known that the Premises is out of space. CenturyLink will place **CLEC on the waiting list for collocation in a particular Premises according to the date **CLEC submitted its Application and not the date of denial for lack of space.

C. CenturyLink will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if **CLEC has been denied Physical Collocation space at a CenturyLink Premises and challenges CenturyLink on space availability at said Premises, **CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. **CLEC will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, CenturyLink will advise **CLEC as to its position on the list.

D. If CLEC's Application for Physical Collocation is denied due to lack of space, CenturyLink will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.

E. CenturyLink will maintain on its Website a notification document that will indicate all Premises that are without available space. CenturyLink will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.

113.8.7. CenturyLink will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.

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113.8.8. **CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. CenturyLink need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by CenturyLink, **CLEC does not notify CenturyLink that physical collocation should proceed.

113.8.9. CLEC will indicate its intent to proceed with equipment installation in a CenturyLink Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If **CLEC makes changes to its Application in light of CenturyLink's written Application Response, CenturyLink may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.

113.8.10. Space preparation for the Collocation Space will not begin until CenturyLink receives the BFFO and all applicable fees, including all non-recurring charges required by CenturyLink at the time of the BFFO.

113.8.11. All price quotes accepted by **CLEC along with the associated Applications will become binding amendments to this Agreement and will control the respective billing, payment, use, and provisioning obligations of the Parties.

113.9. Space Reservation

113.9.1. The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 113. Neither CenturyLink, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

113.10. Provisioning Intervals

113.10.1. Unless otherwise noted in the price quote to **CLEC, CenturyLink will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of CenturyLink's receipt of a BFFO. If CenturyLink is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or CenturyLink may petition the Commission for waiver.

113.11. Construction and Commencement of Billing

113.11.1. CenturyLink, in its sole discretion, may permit **CLEC or its designated subcontractor to perform the construction of physical collocation space. If **CLEC self-provisions the construction of a physical collocation arrangement, **CLEC is required to contract with a CenturyLink approved Contractor to perform all work, provided however, that any such **CLEC subcontractor shall be subject to CenturyLink's security standards. CenturyLink reserves the right to reject any **CLEC subcontractor upon the same criteria that CenturyLink would use on its own subcontractors. **CLEC will notify CenturyLink in writing when construction of physical collocation space is complete. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

113.11.2. CenturyLink shall have the right to inspect **CLEC's completed installation of equipment and facilities prior to **CLEC turning up such equipment and facilities. **CLEC shall provide written notification to CenturyLink when **CLEC has completed its installation of equipment and facilities in the Collocation space, and CenturyLink may conduct such inspection at any time within five (5) Business Days of receipt of such notice. During such inspection,

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CenturyLink will identify any non-compliant installations or deficiencies that need to be corrected before **CLEC can turn up the equipment and facilities. **CLEC shall have the right to be present at such inspection, and **CLEC will correct any non-compliant installations or deficiencies within five (5) Business Days after the inspection. **CLEC will notify CenturyLink when such corrections have been completed, and CenturyLink may repeat the inspection process. **CLEC may turn up its equipment and facilities if CenturyLink does not conduct an inspection within the (5) Days after receipt of notice that such installation or correction is complete. If **CLEC does not turn up its equipment and facilities within sixty (60) days after the later of (i) CenturyLink has notified **CLEC of completion of construction or (ii) the Projected Implementation Date as the same may be revised in accordance with this Agreement, then **CLEC shall be deemed to have cancelled its order pursuant to Section 113.11.7, and the provisions of Section 113.4.3. shall apply with respect to surrender and vacation of the Collocation Space and the disposition of any of **CLEC's equipment. Failure of CenturyLink to either inspect the Collocation space or notify **CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CenturyLink not to inspect such Collocation space. **CLEC shall have the right to be present at such inspection, and if **CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of **CLEC's Collocated equipment and facilities, **CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

113.11.3. To the extent CenturyLink performs the construction of the Physical Collocation Arrangement, CenturyLink shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to **CLEC's order must thereafter be approved by **CLEC. The Parties acknowledge that **CLEC approved deviations may require additional construction time and may incur additional **CLEC expenses. **CLEC shall pay the incremental cost incurred by CenturyLink as the result of any Revision to the Collocation request. **CLEC will pay all applicable fees, including any nonrecurring charges required by CenturyLink, prior to CenturyLink commencing construction of the collocation space.

113.11.4. **CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CenturyLink to prepare the Collocation space for the installation of **CLEC's equipment and for extraordinary costs to maintain the Collocation space for **CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CenturyLink will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, **CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to **CLEC prior to commencing such work. Extraordinary costs will only be billed to **CLEC if such costs have been authorized by **CLEC. CenturyLink must advise **CLEC if extraordinary costs will be incurred.

113.11.5. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

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113.11.6. CenturyLink will notify **CLEC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. CenturyLink will commence to correct any deviations to **CLEC's original or jointly amended requirements within five (5) Days after the walk through. If **CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, **CLEC will be deemed to have accepted the Collocation Space and billing will commence.

113.11.7. **CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. **CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

113.12. Equipment

113.12.1. **CLEC may only locate equipment necessary for interconnection to CenturyLink or accessing CenturyLink's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 USC §251(C)(3), 47 USC §251(C)(2), and 47 CFR §51.323(b-c).

113.12.2. **CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. **CLEC is responsible for the shipping delivery of all equipment or materials associated with the collocation arrangement, and **CLEC shall instruct equipment vendors to ship equipment or materials directly to **CLEC or their CenturyLink approved contractor on **CLEC's behalf. No **CLEC equipment or supplies may be delivered (other than by **CLEC or their CenturyLink approved contractor) to a Premises containing the Collocation Space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation Space.

A. **CLEC shall arrange for the inside delivery of each unit of the equipment to the Premises at **CLEC's sole cost and expense.

B. **CLEC shall provide CenturyLink with reasonable prior notice of the actual delivery date of any equipment.

113.12.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but CenturyLink will not impose safety requirements on **CLEC that are more stringent than the safety requirements it imposes on its own equipment. If CenturyLink denies collocation of **CLEC's equipment, citing safety standards, CenturyLink must provide to **CLEC within five (5) Business Days of the denial a list of all equipment that CenturyLink locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends the competitor's equipment fails to meet. In the event that CenturyLink believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that **CLEC's equipment does not meet NEBS Level 1 safety requirements, **CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, **CLEC will not install said equipment.

113.12.4. **CLEC must notify CenturyLink in writing that collocation equipment installation is complete and is operational with CenturyLink's network. If **CLEC fails to place operational telecommunications equipment in the

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collocated space and either interconnect to CenturyLink or install UNEs to its collocation arrangement (per 47 USC 251 §251(c)(6)) within one-hundred-eighty (180) Days of **CLEC's acceptance of CenturyLink's price quote, or other time period mutually agreed to by the **CLEC and CenturyLink, CenturyLink may terminate the applicable Collocation Space upon written notice. **CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

113.12.5. If **CLEC has provisioned services to any CLECs without being in compliance with 10.4 above, **CLEC will be billed access rates for all services for the period beginning with the installation of the services until the collocation arrangement is decommissioned or until it is brought into compliance.

113.13. Augments and Additions

113.13.1. When **CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of CenturyLink, CenturyLink may not impose additional charges or additional intervals that would delay the **CLEC's operation. **CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.

113.13.2. In the event **CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by CenturyLink, **CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments fee will apply. Major Augments include adding or removing power cables, entrance cables, cross-connect cables and switchboard cables. Minor Augments include changes to DC power fuses and extensions of occasional use AC power circuits used temporarily for outlets and light.

113.13.3. **CLEC must submit an Application and applicable Application fee to obtain a price quote. **CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the **CLEC's point of termination. The price quote will contain the charges and the construction interval for that application. Under normal circumstances, the construction interval for augments will not exceed ninety (90) Days from CenturyLink's receipt of a BFFO. If special or major construction is required, CenturyLink will work cooperatively with **CLEC to negotiate mutually agreeable construction intervals for augments.

113.14. Use of Common Areas

113.14.1. **CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by CenturyLink from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of **CLEC at the Collocation Space; provided, however, that CenturyLink shall have the right to reserve parking spaces for CenturyLink's exclusive use or use by other occupants of the Building. CenturyLink does not guarantee that there is or will be sufficient parking spaces in parking areas to meet **CLEC's needs. CenturyLink does not guarantee that restroom facilities or water will be

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available. All common areas shall remain under the exclusive control and management of CenturyLink, and CenturyLink shall have the right to change the level, location and arrangement of parking areas and other common areas, as CenturyLink may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as CenturyLink may from time to time impose, consistent with **CLEC's right to access its Collocation Space. Notwithstanding the above, CenturyLink may restrict access to such areas or facilities on grounds of security, and CenturyLink may require that a CenturyLink employee accompany **CLEC's personnel or representatives. CenturyLink shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four hours a day, seven days a week access to **CLECs equipment and space.

113.14.2. CenturyLink, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by CenturyLink, for the non-exclusive use of **CLEC, CenturyLink and any other building occupant. **CLEC shall not waste or permit the waste of water.

113.14.3. CenturyLink shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, CenturyLink shall provide no security specific to **CLEC's Collocation Space. CenturyLink shall not be liable to **CLEC or any other party for loss of or damage to the Collocation Space or **CLEC equipment unless CenturyLink has failed to provide Building and Premises security in accordance with its normal business practices.

113.14.4. CenturyLink shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which **CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by **CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by CenturyLink.

113.15. Co-carrier Cross Connection

113.15.1. Co-carrier cross-connects ("CCXCs") are connections between **CLEC and another collocated Telecommunications Carrier other than CenturyLink, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same CenturyLink Premises, provided that the collocated equipment is also used for interconnection with CenturyLink and/or for access to CenturyLink's unbundled Network Elements. CenturyLink shall provide such CCXCs from **CLEC's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same CenturyLink premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from **CLEC to another Telecommunications Carrier.

A. CenturyLink will provide such CCXCs for non-adjacent collocation arrangements at the expense of **CLEC per **CLEC's request. CenturyLink will provide connections between **CLEC's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of **CLEC and provisioned per **CLEC's order.

B. CenturyLink, at its sole discretion, shall permit **CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same CenturyLink

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Premises without application and stipulating **CLEC's work must meet all applicable engineering, building and electrical code requirements.

C. In those cases where **CLEC's Virtual and/or Physical Collocation space is adjacent in the Central Office, **CLEC may have the option, at CenturyLink's sole discretion, of using **CLEC's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to CenturyLink's technical and safety standards.

113.15.2. The term "Adjacent" in this Section refers to collocation arrangements in the same Premises that share a common lateral border; and is not referring to the form of Physical Collocation as described in 47 CFR §51.323(k)(3).

113.16. Rates

113.16.1. The rates for collocation are listed in the Pricing attachment.

113.16.2. If **CLEC is the first collocator in the CenturyLink premises, **CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

113.16.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If CenturyLink is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of **CLEC's Collocation Arrangement, CenturyLink will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should CenturyLink benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should CenturyLink be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), CenturyLink shall absorb all of the costs related to such an upgrade.

113.17. Facility Modifications

113.17.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.

113.17.2. If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.

113.17.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.

113.17.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable

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depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

113.17.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

113.18. FEES.

113.18.1. Amount and Frequency of Agreement Payments. **CLEC shall pay to CenturyLink monthly in advance the fee(s) specified in each individual accepted price quote attached beginning on the provisioning date of the associated order and continuing on the first day of each calendar month thereafter throughout the term of this Agreement. Time and material charges for operations, maintenance and other support services provided by CenturyLink, if any, will be billed monthly by CenturyLink and paid monthly by **CLEC promptly upon receipt of the CenturyLink invoice. Such services will be charged at the rates in Table 2 attached hereto, as they may change from time to time during the term hereof. Charges for utility service provided by CenturyLink shall also be billed and paid monthly by **CLEC. In the event that the commencement of billing or the termination date of this Agreement are not on the first day of the month, then the fees for such month shall be pro-rated based upon a thirty (30) day month.

113.18.2. Manner of Payment. All fee payments shall be made payable to CenturyLink and sent to the following address:

CenturyLink

P.O. Box 6000

Monroe, Louisiana 71203

113.18.3. **CLEC shall owe a late charge of twenty-five dollars ($25.00) with respect to each Agreement fee that is not received by CenturyLink within ten (10) days of its due date ("delinquent payment"). The Parties hereby agree that this sum represents a fair and reasonable estimate for the cost that CenturyLink will incur by reason of such delinquent payment. In addition, each delinquent payment shall bear interest from the due date until paid at the rate of one and one-half percent (1.5%) per month, or, if lower, the highest rate allowed by law.

113.19. CENTURYLINK Services and Obligations

113.19.1. CenturyLink shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the building. CenturyLink shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by **CLEC to CenturyLink in its Application which **CLEC hereby represents to CenturyLink is sufficient to allow the **CLEC equipment to function without risk of harm or damage to the Collocation Space, the building or any equipment or facilities of CenturyLink or any other occupant of the building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

113.19.2. If **CLEC locates equipment or facilities in the Collocation Space which CenturyLink determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by CenturyLink in the building, CenturyLink reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other

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environmental control devices made necessary solely by **CLEC's equipment or facilities shall be paid by **CLEC to CenturyLink. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

A. **CLEC's refusal to be responsible for the cost of any necessary air conditioning or other environmental controls shall constitute acceptable grounds for denial of collocation for technical reasons.

113.19.3. CenturyLink shall provide power as requested by **CLEC to meet **CLEC's need for placement of equipment, interconnection, or provision of service; except that CenturyLink is not obligated to augment available AC or DC capacity solely to meet **CLEC's needs unless **CLEC offers to pay for such augmentation and such augmentation can be effected within applicable engineering, building and electrical code requirements.

A. **CLEC covenants and agrees that CenturyLink shall not be liable or responsible to **CLEC for any loss, damage or expense which **CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for **CLEC's requirements.

B. **CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the **CLEC's equipment shall not exceed the requested capacity.

C. Central office power supplied by CenturyLink into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.

D. CenturyLink power equipment supporting **CLEC's equipment shall:

1) Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar CenturyLink equipment;

2) Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for **CLEC equipment, or, at minimum, at parity with that provided for similar CenturyLink equipment;

3) Provide, upon **CLEC's request and at **CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) **CLEC traffic;

4) Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of **CLEC equipment plus or minus two (2) feet to the left or right of **CLEC's final request; and

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5) Provide feeder cable capacity and quantity to support the ultimate equipment layout for **CLEC's equipment in accordance with CLEC's collocation request.

A. CenturyLink shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

B. CenturyLink shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

C. CenturyLink will provide **CLEC with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to **CLEC equipment located in CenturyLink facility. CenturyLink shall provide **CLEC immediate notification by telephone of any emergency power activity that would impact **CLEC's equipment.

D. If CenturyLink, in the exercise of its reasonable business judgment, determines that the electricity provided to **CLEC pursuant to this Section is insufficient to support the activity being carried on by **CLEC in the Collocation Space, and thereby poses a potential liability or additional cost to CenturyLink's own operations, CenturyLink may require the installation of additional electrical circuits to provide **CLEC with additional electricity and **CLEC shall reimburse CenturyLink for any expenses incurred in making such additional electrical circuits available to **CLEC's Collocation Space. **CLEC shall also pay for additional electricity provided via these circuits.

E. **CLEC's refusal to be responsible for the cost of any necessary electrical circuits shall constitute acceptable grounds for denial of collocation for technical reasons.

113.19.4. CenturyLink shall provide fire protection systems in CenturyLink buildings and on CenturyLink premises as required by Federal and State regulatory rules and in full compliance with local ordinances. CenturyLink shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.

A. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by CenturyLink as required by applicable fire codes.

B. CenturyLink and CenturyLink's insurance carriers will perform regular inspections of fire protection systems, and **CLEC hereby agrees to provide CenturyLink and CenturyLink's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. CenturyLink agrees to provide **CLEC with notice of its intent to access **CLEC's Collocation Space where, in CenturyLink's sole discretion, such notice is practicable; provided, however, that no failure of CenturyLink to give such notice will affect CenturyLink's right of access or impose any liability on CenturyLink. CenturyLink will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of **CLEC, its employees, agents or invitees, in which case **CLEC shall reimburse CenturyLink for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the **CLEC shall, if at fault, and at CenturyLink's option, replace Halon or other fire extinguishing material discharged as a result of **CLEC's act or omission. **CLEC shall have no duty to inspect fire protection systems outside the

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Collocation Space; provided, however, if **CLEC is aware of damage to the fire protection systems it shall promptly notify CenturyLink.

C. **CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, CenturyLink is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of CenturyLink, its officers, agents or employees.

113.19.5. CenturyLink shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, building and Premises, in a manner consistent with CenturyLink's normal business practices.

A. CenturyLink shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by **CLEC. If CenturyLink shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by **CLEC, **CLEC's sole right and remedy shall be, after further notice to CenturyLink, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

B. CenturyLink shall, where practical, provide **CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that CenturyLink shall have no obligation to provide such notice if CenturyLink determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by CenturyLink. **CLEC shall pay CenturyLink for overtime and for any other expenses incurred if such work is done during other than normal working hours at **CLEC's request. **CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

C. The cost of all repairs and maintenance performed by or on behalf of CenturyLink to the Collocation Space which are, in CenturyLink's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by **CLEC or **CLEC's employees, invitees or agents, shall be paid by **CLEC to CenturyLink within ten (10) Days after being billed for the repairs and maintenance by CenturyLink.

113.19.6. CenturyLink shall provide **CLEC with notice via email three (3) Business Days prior to those instances where CenturyLink or its subcontractors perform work which is known to be a service affecting activity. CenturyLink will inform **CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after CenturyLink learns that such outage has occurred.

113.19.7. CenturyLink reserves the right to stop any service when CenturyLink deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, CenturyLink agrees to use its best efforts

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not to interfere with **CLEC's use of Collocation Space. CenturyLink does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of CenturyLink.

A. No such interruption of service shall be deemed an eviction or disturbance of **CLEC's use of the Collocation Space or any part thereof, or render CenturyLink liable to **CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve **CLEC from performance of its obligations under this Agreement. **CLEC hereby waives and releases all other claims against CenturyLink for damages for interruption or stoppage of service.

113.19.8. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, **CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the building, common areas, Collocation Space and common cable space.

A. CenturyLink reserves the right to close and keep locked all entrance and exit doors of the Premises during hours CenturyLink may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate CenturyLink personnel, or on Sundays and state and federal or other holidays recognized by CenturyLink, or, if **CLEC's Collocation Space is not fully segregated from areas of the Premises containing CenturyLink equipment, shall be subject to such reasonable rules and regulations as CenturyLink may from time to time prescribe for its own employees and third party contractors.

B. CenturyLink reserves the right to require all persons entering or leaving the Premises during such hours as CenturyLink may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. CenturyLink is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises.

113.19.9. CenturyLink shall have access to **CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow CenturyLink to react to emergencies, to maintain the space (not including **CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or CenturyLink, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the **CLEC's Collocation Space has been established, and if conditions permit, CenturyLink will provide **CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing **CLEC the option to be present at the time of access. **CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

A. CenturyLink may enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as CenturyLink deems necessary. **CLEC hereby waives any claim for damage, injury, interference with **CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other

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loss occasioned by the exercise of CenturyLink's access rights, except in the event such damages result solely from the willful misconduct of CenturyLink.

B. CenturyLink may use any means CenturyLink may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by CenturyLink by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of **CLEC from the Collocation Space or any portion thereof.

113.20. CLEC's Obligations

113.20.1. **CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. **CLEC shall promptly notify CenturyLink of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). **CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.

113.20.2. **CLEC agrees to abide by all of CenturyLink's security practices for non-CenturyLink employees with access to the building, including, without limitation:

A. **CLEC must obtain non-employee photo identification cards for each **CLEC employee or vendor. Temporary identification cards may otherwise be provided by CenturyLink for employees or agents, contractors and invitees of **CLEC who may require occasional access to the Collocation Space.

B. **CLEC will supply to CenturyLink the completed access form for employees or approved vendors who require access to the Premises. CenturyLink may reasonably deny access to any person into the building. CenturyLink's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with CenturyLink. CenturyLink may issue security cards, codes, or keys to **CLEC's listed employees or vendors where such systems are available and their use by **CLEC will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.

C. **CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. **CLEC will reimburse CenturyLink actual costs due to unreturned or replacement cards, codes, or keys.

D. In the event that a key is lost, **CLEC is responsible for costs associated with recoding locks and reissuing keys to CenturyLink and other parties authorized to access the Premise.

E. **CLEC's employees, agents, invitees and vendors must display identification cards at all times.

F. **CLEC will assist CenturyLink in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

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G. Removal of all furniture, equipment or similar articles will be based on local CenturyLink security practices. These security practices will not be more stringent for **CLEC than CenturyLink requires for its own employees or CenturyLink's contractors.

H. Before leaving the Collocation Space unattended, **CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of CenturyLink or any other party with equipment in the Building resulting from **CLEC's failure to do so shall be the responsibility of **CLEC. **CLEC will defend and indemnify CenturyLink from and against any claim by any person or entity resulting in whole or in part from **CLEC's failure to comply with this Section.

I. **CLEC agrees that CenturyLink may provide a security escort for physical collocation, at no cost or undue delay to **CLEC, to **CLEC personnel while on CenturyLink Premises. While such escort shall not be a requirement to **CLEC's entry into the Building, **CLEC must allow the security escort to accompany **CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.

J. **CLEC shall post in a prominent location visible from the common building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for twenty-four (24) hour emergency use by CenturyLink. **CLEC shall promptly update this information as changes occur.

113.20.3. **CLEC will provide CenturyLink with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CenturyLink equipment located in **CLEC facility. **CLEC shall provide CenturyLink immediate notification by telephone of any emergency power activity that would impact CenturyLink equipment.

113.20.4. **CLEC shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the CenturyLink premises. The **CLEC is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.

113.20.5. **CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation Space.

113.20.6. **CLEC shall provide CenturyLink with written notice three (3) Business Days prior to those instances where **CLEC or its subcontractors perform work, which is to be a known service affecting activity. **CLEC will inform CenturyLink by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize **CLEC interruption. Notification of any unplanned service outage shall be made as soon as practicable after **CLEC learns that such outage has occurred so that CenturyLink can take any action required to monitor or protect its service.

113.20.7. **CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by **CLEC and at **CLEC's expense, CenturyLink will provide basic telephone service with a connection jack in the Collocation Space.

113.20.8. **CLEC shall, with the prior written consent of CenturyLink, have the right to provide additional fire protection systems within the Collocation Space;

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provided, however, that **CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the Collocation Space.

A. If any governmental bureau, department or organization or CenturyLink's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by CenturyLink and **CLEC shall reimburse CenturyLink for the cost thereof in the same proportion as the size of the **CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the building.

113.20.9. **CLEC shall identify and shall provide advance notification to CenturyLink in writing of any Hazardous Materials **CLEC wants to bring onto the Premises, and will provide CenturyLink copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 USC §11001, et seq.). **CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. **CLEC will promptly notify CenturyLink of any releases of Hazardous Materials and will copy CenturyLink on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

A. **CLEC shall provide CenturyLink copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 CFR §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 CFR §1910.1200 and applicable state regulations if such regulations are more stringent.

B. If CenturyLink discovers that **CLEC has brought onto CenturyLink's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, CenturyLink may, at CenturyLink's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. **CLEC shall be responsible for, without cost to CenturyLink, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. **CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If CenturyLink elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, **CLEC shall have no recourse against CenturyLink and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to CenturyLink for defaults under this Agreement.

C. **CLEC shall indemnify and hold harmless CenturyLink, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be

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imposed upon, or incurred by, CenturyLink or asserted against CenturyLink by any other party or parties (including, without limitation, CenturyLink's employees and/or contractors and any governmental entity) arising out of, or in connection with, **CLEC's use, storage or disposal of Hazardous Materials.

D. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR §1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 USC §6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 USC §2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

113.20.10. **CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. **CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of CenturyLink, any other occupant of the building, their patrons or CLECs, or the occupants of neighboring property, or injure the reputation of the Premises.

A. **CLEC shall not exceed the Uniformly Distributed Live Load Capacity. CenturyLink shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. **CLEC agrees to provide CenturyLink with equipment profile information prior to installation authorization.

B. **CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the building, or on the Collocation Space, without the prior written consent of CenturyLink.
**CLEC shall not use the name of the building or CenturyLink for any purpose other than that of the business address of **CLEC, or use any picture or likeness of the building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of CenturyLink.

C. **CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 113.6 and 113.14 of this Agreement without the prior written consent of CenturyLink.

D. CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which CenturyLink determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform.

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**CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.

E. **CLEC shall not, without the prior written consent of CenturyLink install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. CenturyLink may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

F. **CLEC shall not use the Collocation Space for meeting, housing, lodging or sleeping purposes.

G. **CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

H. **CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.

113.20.11. **CLEC, its employees, agents, contractors, and business invitees shall:

A. comply with all rules and regulations which CenturyLink may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the building, the Premises and the Collocation Space and its tenants and occupants, and

B. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.

113.20.12. **CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to CenturyLink and securing the prior written consent of CenturyLink in each instance. CenturyLink's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of **CLEC.

A. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with CenturyLink's transaction of business. **CLEC shall permit CenturyLink to inspect all construction operations within the Collocation Space.

B. **CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of CenturyLink .

C. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the

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expense of **CLEC or others shall become the property of CenturyLink, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, CenturyLink shall have the right to require **CLEC to remove such fixtures and installations, alterations or additions at **CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

D. All fixtures and other equipment to be used by **CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of CenturyLink, which shall not be unreasonably withheld.

113.20.13. Fireproofing Policy. If **CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of **CLEC. CenturyLink shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with CenturyLink's fireproofing policy, any penetrations by **CLEC, whether in the Collocation Space, the building or otherwise, shall be sealed as quickly as possible by **CLEC with CenturyLink-approved fire barrier sealants, or by CenturyLink at **CLEC's cost.

113.20.14. Equipment Grounding. **CLEC equipment shall be connected to CenturyLink's grounding system.

113.20.15. Representations and Warranties. **CLEC hereby represents and warrants that the information provided to CenturyLink in any Application or other documentation relative to CLEC's request for telecommunications facility interconnection and Central Office building collocation as contemplated in this Agreement is and shall be true and correct, and that **CLEC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

113.21. Building Rights

113.21.1. CenturyLink may, without notice to **CLEC:

A. Change the name or street address of the Premises;

B. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

C. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;

D. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding **CLEC's safes;

E. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs

F. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as CenturyLink shall direct and in all events at **CLEC's sole risk and responsibility;

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G. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. CenturyLink shall limit inconvenience or annoyance to **CLEC as reasonably possible under the circumstances;

H. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

I. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude **CLEC from the use expressly permitted by this Agreement, unless CenturyLink exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

J. Close the Building at such reasonable times as CenturyLink may determine, under such reasonable regulations as shall be prescribed from time to time by CenturyLink subject to **CLEC's right to access.

113.21.2. If the owner of the Building or CenturyLink sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, CenturyLink's performance under this Agreement shall be excused to the extent of the inconsistency. CenturyLink hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate CenturyLink to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

113.21.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and **CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

113.22. Indemnification

113.22.1. **CLEC shall indemnify and hold CenturyLink harmless from any and all claims arising from:

A. **CLEC's use of the Collocation Space;

B. the conduct of **CLEC's business or from any activity, work or things done, permitted or suffered by **CLEC in or about the Collocation Space or elsewhere;

C. any and all claims arising from any breach or default in the performance of any obligation on **CLEC's part to be performed under the terms of this Agreement; and

D. any negligence of the **CLEC, or any of **CLEC's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

113.22.2. If any action or proceeding is brought against CenturyLink by reason of any such claim, **CLEC, upon notice from CenturyLink, shall defend same at **CLEC's expense employing counsel satisfactory to CenturyLink.

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113.22.3. **CLEC shall at all times indemnify, defend, save and hold harmless CenturyLink from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of **CLEC, or out of any work performed, material furnished, or obligations incurred by **CLEC in, upon or otherwise in connection with the Collocation Space. **CLEC shall give CenturyLink written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford CenturyLink the opportunity of filing appropriate notices of non-responsibility. However, failure by CenturyLink to give notice does not reduce **CLEC's liability under this Section.

113.22.4. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, **CLEC shall give CenturyLink written notice thereof as soon as **CLEC obtains such knowledge.

113.22.5. **CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent CenturyLink, at the cost and for the account of **CLEC, from obtaining such discharge and release if **CLEC fails or refuses to do the same within the thirty-day period.

113.22.6. If **CLEC has first discharged the lien as provided by law, **CLEC may, at **CLEC's expense, contest any mechanic's lien in any manner permitted by law.

113.22.7. OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

113.23. INSURANCE.

113.23.1. THROUGHOUT THE TERM OF THIS AGREEMENT, **CLEC SHALL OBTAIN AND MAINTAIN AT ITS OWN EXPENSE THE FOLLOWING INSURANCE WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN: (I) ALL RISK PROPERTY INSURANCE COVERING THE EQUIPMENT; (II) COMMERCIAL GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY AND BROAD FORM PROPERTY DAMAGE) INSURANCE COVERING THE EQUIPMENT AND THE CONTRACTUAL LIABILITY OF **CLEC UNDER THIS AGREEMENT IN THE FORM AND WITH INSURERS REASONABLY SATISFACTORY TO CENTURYLINK AND WITH A MINIMUM LIMIT OF TWO MILLION DOLLARS ($2,000,000.00) PER OCCURRENCE FOR PERSONAL INJURY, BODILY INJURY AND PROPERTY DAMAGE; (III) WORKER'S COMPENSATION IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN; (IV) EMPLOYER'S LIABILITY WITH A MINIMUM AMOUNT OF ONE MILLION DOLLARS ($1,000,000.00); (V) AUTOMOBILE LIABILITY WITH A MINIMUM AMOUNT OF ONE MILLION DOLLARS ($1,000,000.00) COMBINED SINGLE LIMIT; AND (VI) EXCESS LIABILITY, UMBRELLA FORM, WITH RESPECT TO COMMERCIAL GENERAL LIABILITY, EMPLOYER'S LIABILITY AND AUTOMOBILE LIABILITY WITH A MINIMUM OF ONE MILLION DOLLARS ($1,000,000.00).

113.23.2. Such insurance policies shall, without limitation, cover claims resulting from the operations of subcontractors and **CLEC shall require any and all subcontractors to procure and maintain in good standing the same types of insurance required by **CLEC specifically including contractual indemnification in favor of CenturyLink and **CLEC.

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113.23.3. Property and liability policies to be carried by **CLEC under this Agreement shall name CenturyLink as an additional insured. A certificate of such insurance shall be delivered to CenturyLink within ten (10) days after execution of this Agreement by **CLEC. Renewals thereof shall be delivered to CenturyLink at a minimum of ten (10) days prior to the expiration of any such policies. Each policy shall contain an endorsement requiring thirty (30) days written notice from the insurance company to CenturyLink prior to cancellation or material change to the policy.

113.23.4. Further, **CLEC waives and will require all of its insurers to waive all rights of subrogation against CenturyLink (including CenturyLink's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

113.24. Partial Destruction

113.24.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, CenturyLink may, at its option, restore the Collocation Space to its previous condition. **CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, CenturyLink notifies **CLEC of its election to terminate **CLEC's rights to the applicable Collocation Space. If CenturyLink does not elect to terminate **CLEC's rights to the applicable Collocation Space, CenturyLink shall repair the damage to the Collocation Space caused by such casualty.

113.24.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of **CLEC, its agents, employees, contractors, **CLECs, customers or business invitees, unless CenturyLink otherwise elects, the **CLEC's rights to the applicable Collocation Space shall not terminate, and, if CenturyLink elects to make such repairs, **CLEC shall reimburse CenturyLink for the cost of such repairs, or **CLEC shall repair such damage, including damage to the building and the area surrounding it, and the License Fee shall not abate.

113.24.3. If the building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, CenturyLink may, at its election within ninety (90) Days of such casualty, terminate **CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate **CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

113.25. Eminent Domain

113.25.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, **CLEC's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, CenturyLink shall have the right to terminate **CLEC's rights to the applicable Collocation Space upon not less than thirty (30) Days notice prior to the date of cancellation designated in the notice. No money or other

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consideration shall be payable by CenturyLink to **CLEC for such cancellation, and the **CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

113.26. Asbestos

113.26.1. CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and **CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). **CLEC agrees that it is responsible for contacting the appropriate CenturyLink manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that **CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. **CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by CenturyLink. CenturyLink agrees to provide **CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect **CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. CenturyLink will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in CenturyLink Premises.

113.27. Miscellaneous

113.27.1. **CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify CenturyLink from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.

113.27.2. Submission of this instrument for examination or signature by CenturyLink does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both CenturyLink and **CLEC.

113.27.3. Neither CenturyLink nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by **CLEC by implication or otherwise unless expressly set forth herein.

113.27.4. In the event of work stoppages, CenturyLink may establish separate entrances for use by personnel of **CLEC. **CLEC shall comply with any emergency operating procedures established by CenturyLink to deal with work stoppages.

113.27.5. The individuals executing this Agreement on behalf of **CLEC represent and warrant to CenturyLink they are fully authorized and legally capable of executing this Agreement on behalf of **CLEC.

113.28. QUIET ENJOYMENT.

113.28.1. CenturyLink covenants and agrees with **CLEC that upon paying the fee and observing and performing all the terms, covenants and conditions required to be observed and performed by **CLEC hereunder, **CLEC may peacefully and quietly enjoy the Space subject to the terms and conditions of this Agreement.

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113.29. COMPLIANCE WITH STATUTES AND REGULATIONS.

113.29.1. **CLEC hereby warrants and represents that any of the equipment placed in the Space or on the Premises shall be installed, operated and maintained in accordance with the requirements and specifications of the safety codes of the State in which the Premises are located, or any amendments or revisions thereto, and in compliance with any rules or orders now in effect, or that hereafter may be issued by the Federal Communications Commission.

113.30. NOT A LEASE; NO RIGHT TO SUBLEASE.

113.30.1. **CLEC understands and agrees that this Agreement is not intended to and shall not be deemed to grant **CLEC any property rights in the CenturyLink space. In the event, however, that this Agreement is construed by the owner of the building in which the Premises are located to be such a grant, **CLEC agrees to either enter into an agreement with the owner of the building, or promptly remove the Equipment upon request of CenturyLink. **CLEC further understands and agrees that it may not sublease any of the Space, or otherwise make it available to any third party, except subject to the express written consent of CenturyLink, which shall not be unreasonably withheld.

113.31. USE BY **CLEC.

113.31.1. **CLEC shall use the space and power solely for the purpose specified herein. **CLEC shall not make available to any person or entity any product or service that uses the Premises and space and power conflicting with, or causing or likely to be causing, a breach of any provision of this Agreement. **CLEC represents and warrants that it has all consents and authorizations necessary for **CLEC to enter into this agreement use the Premises and space and power as provided herein.

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ARTICLE X: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

114. INTENTION OF THE PARTIES

114.1. It is the Parties' intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyLink and **CLEC with regard to access to, use of services provided by, or information obtained pursuant to the CenturyLink Operations Support Systems that are described within the various articles of this Interconnection Agreement.

114.2. This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services, ancillary services, Interconnection and Unbundled Network Elements provided under this Agreement so that **CLEC can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyLink.

115. DEFINITIONS

115.1. CenturyLink Operations Support Systems: CenturyLink systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

115.2. CenturyLink OSS Services: Access to CenturyLink Operations Support Systems functions. The term "CenturyLink OSS Services" includes, but is not limited to: (a) CenturyLink's provision of **CLEC Usage Information to **CLEC pursuant to Sections 115.8 and 122 below; (b) CenturyLink's provision of **CLEC Billing Information to **CLEC pursuant to Sections 115.9 and 123 below; and (c) "CenturyLink OSS Information," as defined in Section 115.4 below.

115.3. CenturyLink OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyLink to provide CenturyLink OSS Services or CenturyLink Pre-OSS Services to **CLEC.

115.4. CenturyLink OSS Information: The term "CenturyLink OSS Information" includes, but is not limited to: (a) any Customer Information related to a **CLEC customer accessed by, or disclosed or provided to, **CLEC through or as a part of CenturyLink OSS Services or CenturyLink Pre-OSS Services; (b) any **CLEC Usage Information (as defined in Section 115.8 below); and (c) any **CLEC Billing Information (as defined in Section 115.9 below) accessed by, or disclosed or provided to, **CLEC.

115.5. CenturyLink Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyLink OSS Service and that CenturyLink offers to provide to **CLEC prior to, or in lieu of, CenturyLink's provision of the CenturyLink OSS Service to **CLEC. The term "CenturyLink Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyLink Retail Telecommunications Services (as defined below) or Access Service Requests..

115.6. CenturyLink Retail Telecommunications Service: Any Telecommunications Service that CenturyLink provides at retail to subscribers that are not Telecommunications Carriers. The term "CenturyLink Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyLink.

115.7. Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.

115.8. **CLEC Usage Information: The usage information for a CenturyLink Retail Telecommunications Service purchased by **CLEC under this Agreement that CenturyLink would record if CenturyLink was furnishing such CenturyLink Retail Telecommunications Service to a CenturyLink End User.

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115.9. **CLEC Billing Information: The billing information for a CenturyLink Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by **CLEC under this Agreement (as well as Meet-Point Billing Data), purchased by **CLEC under this Agreement that CenturyLink would provide if CenturyLink was furnishing such services or facilities to a CenturyLink customer.

116. SERVICE PARITY AND STANDARDS

116.1. Notwithstanding anything in this Agreement to the contrary, CenturyLink shall meet any service standard imposed by the FCC or by the Commission for any local services, Unbundled Network Elements, ancillary functions, and Interconnection provided by CenturyLink to **CLEC for resale or use in the provision of Telecommunications Services.

117. FUTURE ENHANCEMENTS TO CENTURYLINK OSS FACILITIES

117.1. If CenturyLink makes enhancements to the existing CenturyLink OSS Facilities or implements real-time automated electronic interfaces at some future date, the Parties agree that: (a) to the extent practicable, **CLEC will use such interfaces to obtain CenturyLink OSS Services; and (b) CenturyLink may at its option discontinue any CenturyLink OSS Facilities that the enhanced facilities have been designed to replace.

118. NOTICES

118.1. Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided pursuant to Article III, Section 39.

119. CENTURYLINK OSS SERVICES

119.1. Upon request by **CLEC, CenturyLink shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyLink Pre-OSS Services, or at CenturyLink's option, access to CenturyLink OSS Services. CenturyLink shall not be required to provide **CLEC access to CenturyLink OSS Services if such are not available and CenturyLink provides **CLEC access to applicable CenturyLink Pre-OSS Services.

119.2. Subject to the requirements of Applicable Law, CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services that will be offered by CenturyLink, shall be as determined by CenturyLink. Subject to the requirements of Applicable Law, CenturyLink shall have the right to change CenturyLink Operations Support Systems, CenturyLink Operations Support Systems functions, CenturyLink OSS Facilities, CenturyLink OSS Information, and the CenturyLink OSS Services, from time-to-time, without the consent of **CLEC.

119.3. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyLink Standard Practices. The standard service order charges set forth pursuant to this agreement shall apply to all orders placed via OSS or pre-OSS services.

120. ACCESS TO AND USE OF CENTURYLINK OSS FACILITIES

120.1. CenturyLink OSS Facilities may be accessed and used by **CLEC only for **CLEC's access to and use of CenturyLink Pre-OSS Services or CenturyLink OSS Services pursuant to and in accordance with this Agreement.

120.2. CenturyLink OSS Facilities may be accessed and used by **CLEC only to provide Telecommunications Services to **CLEC End Users in the State.

120.3. **CLEC shall restrict access to and use of CenturyLink OSS Facilities to **CLEC. **CLEC shall not have any right or license to grant sublicenses to other persons, or

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permission to other persons (except **CLEC's employees, agents, and contractors, in accordance with Section 120.7 below), to access or use CenturyLink OSS Facilities.

120.4. **CLEC shall not (a) alter, modify or damage the CenturyLink OSS Facilities (including, but not limited to, CenturyLink software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyLink OSS Facilities; (c) use CenturyLink OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyLink OSS Facilities by any unauthorized person; or (e) obtain access through CenturyLink OSS Facilities to CenturyLink databases, facilities, equipment, software, or systems, which are not authorized for **CLEC's use under this Section.

120.5. **CLEC shall comply with all practices and procedures established by CenturyLink for access to and use of CenturyLink OSS Facilities (including, but not limited to, CenturyLink practices and procedures with regard to security and use of access and user identification codes).

120.6. All practices and procedures for access to and use of CenturyLink OSS Facilities, and all access and user identification codes for CenturyLink OSS Facilities: (a) shall remain the property of CenturyLink; (b) shall be used by **CLEC only in connection with **CLEC's use of CenturyLink OSS Facilities permitted by this Section 120; (c) shall be treated by **CLEC as Confidential Information of CenturyLink pursuant to Section 19, Article III of the Agreement; and, (d) shall be destroyed or returned by **CLEC to CenturyLink upon the earlier of a request by CenturyLink or the expiration or termination of the Agreement.

120.7. **CLEC's employees, agents and contractors may access and use CenturyLink OSS Facilities only to the extent necessary for **CLEC's access to and use of the CenturyLink OSS Facilities permitted by this Agreement. Any access to or use of CenturyLink OSS Facilities by **CLEC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 19, Article III of the Agreement and Section 121.2.3 of this Article. **CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Facilities.

120.8. CenturyLink will provide **CLEC with access to the CenturyLink Pre-OSS Services and CenturyLink OSS Facilities during the same hours of operation that apply to CenturyLink's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyLink shall provide support during Retail Operations Hours sufficient to provide **CLEC with service at the same level provided to CenturyLink's own retail operations.

121. CENTURYLINK OSS INFORMATION

121.1. Subject to the provisions of this Agreement and Applicable Law, **CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for **CLEC's internal use for the provision of Telecommunications Services to **CLEC End Users in the State.

121.2. All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, **CLEC shall acquire no rights in or to any CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.

121.2.1. **CLEC shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 19, Article III of the Agreement.

121.2.2. **CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except **CLEC's employees, agents or contractors, in accordance with Section 121.2.3 below), to access,

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use or disclose CenturyLink OSS Information, except as provided in Section 121.2.3 below.

121.2.3. **CLEC's employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for **CLEC's access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by **CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 19.0, Article III of the Agreement and Sections 121.2.1 and 121.2.2 above. **CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.

121.2.4. **CLEC's right to use CenturyLink OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.

121.2.5. All CenturyLink OSS Information received by **CLEC shall be destroyed or returned by **CLEC to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.

121.3. Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 7 and 14 of the Agreement and Section 124.1 below), **CLEC's access to CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.

121.3.1. CenturyLink shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, CenturyLink OSS Information.

121.3.2. Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink shall have the right (but not the obligation) to monitor **CLEC's access to and use of CenturyLink OSS Information which is made available by CenturyLink to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such CenturyLink OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of CenturyLink OSS Information which is made available by CenturyLink to **CLEC through CenturyLink OSS Facilities.

121.3.3. Information obtained by CenturyLink pursuant to this Section 13 shall be treated by CenturyLink as Confidential Information of **CLEC pursuant to Section 19, Article III of the Agreement; provided that, CenturyLink shall have the right (but not the obligation) to use and disclose information obtained by CenturyLink pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.

121.4. Customer Proprietary Network Information (CPNI).

121.4.1. **CLEC will not access CenturyLink's pre-order functions to view CPNI of another carrier's customer unless **CLEC has obtained an authorization for release of CPNI from the customer. **CLEC will not be required to provide CenturyLink with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law.

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121.4.2. **CLEC must maintain records of individual End Users' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.

121.4.3. **CLEC is solely responsible for determining whether proper authorization has been obtained. **CLEC shall indemnify, defend, and hold CenturyLink and other applicable indemnified persons harmless pursuant to Article III, Section 35 from any Claim arising out of or relating to **CLEC's failure to obtain proper CPNI consent from a customer.

121.4.4. **CLEC understands that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for **CLEC to become the customer's service provider shall be both a violation of Applicable Law and a material breach of this agreement. **CLEC agrees to provide proof of customer permission retained pursuant to Section 121.4.2 if a CenturyLink audit pursuant to Section 121.3 shows evidence of possible violation of Section 121.4.1 and Applicable Law.

121.5. Data Validation Files.

121.5.1. Upon request, CenturyLink will provide **CLEC with any of the following Data Validation Files via, at CenturyLink's option, CD-ROM, downloadable, email, or other electronic format:

1) SAG (Street Address Guide)
2) Feature/Service Availability by Switch
3) Directory Names
4) Class of Service Codes
5) Community Names
6) Yellow Page Headings
7) PIC/LPIC (InterLATA/IntraLATA)

121.6. **CLEC may obtain a Data Validation File not more than once per quarter.

121.7. Subject to Article III, Section 32, CenturyLink will provide **CLEC with access to documentation and user manuals that set forth the methods and procedures **CLEC must use in order to utilize the CenturyLink Pre-OSS Services or CenturyLink OSS Facilities, including the existing CenturyLink Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyLink. **CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink Pre-OSS Services of CenturyLink OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

122. **CLEC USAGE INFORMATION

122.1. **CLEC Usage Information will be available to **CLEC through the following:

122.1.1. Daily Usage File through FTP or Connect::Direct.

122.1.2. **CLEC Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.

122.2. Daily Usage Files provided pursuant to Section 122.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyLink.

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122.3. Except as stated in Section 122.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, **CLEC Usage Information will be provided to **CLEC shall be determined by CenturyLink.

123. **CLEC BILLING INFORMATION

123.1. **CLEC Billing Information will be available to **CLEC through the following means:

123.1.1. MyAccount;

123.1.2. Monthly EDI 811 File for Resale Services through Email or Secure FTP; or

123.1.3. Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.

123.2. To the extent that **CLEC Billing Information is not available by one of the means set forth in Section 123.1, CenturyLink may provide it in paper or other format.

124. LIABILITIES AND REMEDIES

124.1. If **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 120 or 121 above and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to **CLEC, to suspend or terminate the right to use CenturyLink OSS Information granted by Section 121 above and/or the provision of CenturyLink OSS Services, in whole or in part.

124.2. **CLEC agrees that CenturyLink would be irreparably injured by a breach of this Article by **CLEC or the employees, agents or contractors of **CLEC, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 124.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

124.3. Any breach of any provision of this Article by any employee, agent, or contractor of **CLEC shall be deemed a breach by **CLEC.

125. RELATION TO APPLICABLE LAW

125.1. The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by CenturyLink of any right with regard to protection of the confidentiality of the information of CenturyLink or CenturyLink customers provided by Applicable Law.

126. COOPERATION

126.1. **CLEC, at **CLEC's expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services or CenturyLink Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

126.2. **CLEC shall provide Capacity Planning and Forecasts in accordance with Article III, Section 16.

126.3. **CLEC shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services or CenturyLink Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services or CenturyLink Pre-OSS Services.

126.4. Upon CenturyLink's request, **CLEC shall participate in reasonable cooperative testing of CenturyLink OSS Services or CenturyLink Pre-OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions,

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interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services or CenturyLink Pre-OSS Services.

127. CENTURYLINK ACCESS TO INFORMATION RELATED TO **CLEC CUSTOMERS

127.1. CenturyLink shall have the right to access, use and disclose information related to **CLEC End Users that is in CenturyLink's possession (including, but not limited to, in CenturyLink OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights, or is authorized by the **CLEC customer in the manner required by Applicable Law.

127.2. Upon request by CenturyLink, **CLEC shall negotiate in good faith and enter into a contract with CenturyLink, pursuant to which CenturyLink may obtain access to **CLEC's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyLink to obtain information related to **CLEC End Users (as authorized by the applicable **CLEC customer), to permit End Users to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

128. CENTURYLINK PRE-OSS SERVICES

128.1. Subject to the requirements of Applicable Law, the CenturyLink Pre-OSS Services that will be offered by CenturyLink shall be as determined by CenturyLink, and CenturyLink shall have the right to change CenturyLink Pre-OSS Services, from time-to-time, without the consent of **CLEC.

128.2. This Section128.2 shall apply except where Article III, Section 32, applies. CenturyLink is entitled to recover the costs of providing access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services, CenturyLink Pre-OSS Services, or CenturyLink OSS Facilities, or other means. CenturyLink shall recover its costs of creating, implementing, or maintaining access to the CenturyLink Operations Support Systems via the CenturyLink OSS Services, CenturyLink Pre-OSS Services, or CenturyLink OSS Facilities or other means from **CLEC and other users of such services or facilities in a competitively neutral manner.

128.3. Any obligation imposed on **CLEC hereunder with respect to CenturyLink OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyLink Pre-OSS Services.

128.4. **CLEC acknowledges that the CenturyLink OSS Information is subject to change from time to time.

129. CANCELLATIONS

129.1. CenturyLink may cancel orders for service that have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision.)

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ARTICLE XI: PRICING

1.0 PRICING

- "CLEC Account Establishment" is a one-time charge applied the first time that **CLEC orders any service from a CenturyLink affiliate.
- "Customer Record Search" applies when **CLEC requests a summary of the services currently subscribed to by the End User Customer.
- "Service Order Charge" all for all LSRs (including Number Portability and NID LSRs) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the service order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.
- Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):
- "Service Order Expedite" applies if **CLEC requests service prior to the standard due date intervals.
- "Coordinated Hot Cut" applies when the LSR (Local Service Request) requests a Coordinated Hot Cut - a combined and simultaneous effort between CenturyLink and **CLEC to perform the completion of a local service request order.
- "Time and Materials" charges apply for non-standard or individual-case-basis work requested by **CLEC.
- NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.

KEY CODES		Gulf Telephone Company		
		CENTURYLINK RATE SHEET		
MRC	**NRC**			
		ACCOUNT ESTABLISHMENT CHARGE	**MRC**	**NRC**
		Account Establishment		**$261.85**
		CUSTOMER RECORD SEARCH CHARGES	**MRC**	**NRC**
		Customer Record Search - Manual		**$13.21**
		Customer Record Search - Electronic		**$3.65**
		RESALE DISCOUNTS	**MRC**	**NRC**
		Resale Discount - T-821	**15.86%**	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	**$0.000583**	
		Data Transmission, per message	**$0.000000**	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		**$18.00**
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		**$0.00**
		Temporary Suspension of Service for Resale - **RESTORE**		**$21.00**
		PIC Change Charge, per change		**Per Tariff**
		Operator Assistance / Directory Assistance Branding		**ICB**
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		**$11.94**
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		**$24.81**
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	**MRC**	**NRC**
	I0008	Service Order Requests for LSR - Simple		**$9.37**
	I0009	Service Order Requests for LSR - Complex		**$41.66**
	I0010	Service Order Requests for DSR - Directory Listing Only		**$5.74**
	I0014	2-Wire Loop Cooperative Testing		**$52.28**
	I0015	4-Wire Loop Cooperative Testing		**$64.22**
	I0016	Trouble Isolation Charge		**$66.99**
		Coordinated Conversion (Hot Cut)		
		First Quarter Hour		**$19.51**
		Additional Quarter Hour		**$19.51**
		Custom Handling		
		Expedite Charges per Access Tariff		**Special Access Tariff**
		Time and Materials		**ICB**
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)		
	I0018	DS1 Loop, per circuit		**$97.19**
	I0019	DS1 Transport, per circuit		**$97.19**

		DS3 Loop, per circuit		**$97.19**
		DS3 Transport, per circuit		**$97.19**
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		STAND ALONE NID	**MRC**	**NRC**
		2 Wire	**$1.04**	
		4 Wire	**$2.08**	
		Other NID Sizes	**ICB**	
		NID Outside Facilities Connection		**ICB**
		PRE-ORDER LOOP QUALIFICATION	**MRC**	**NRC**
		Loop Make-Up Information		**$12.54**
		LOOPS (RATES INCLUDE NID CHARGE) **T-821 Gulf Telephone Company, AL**	**MRC**	**NRC**
		2-Wire Analog		
I0020		Band 1	**$19.49**	
I0021		Band 2	**$31.74**	
I0022		Band 3	**$59.49**	
I0023		Band 4		
	I0027	First Line		**$106.28**
	I0028	Second Line and Each Additional Line (same time)		**$30.45**
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		**$50.86**
	I0030	Disconnect		**$55.53**
		4-Wire Analog		
I0031		Band 1	**$44.12**	
I0032		Band 2	**$65.21**	
I0033		Band 3	**$109.13**	
I0034		Band 4		
	I0038	First Line		**$127.44**
	I0039	Second Line and Each Additional Line (same time)		**$51.61**
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		**$69.35**
	I0041	Disconnect		**$55.53**
		2-Wire xDSL - Capable Loop		
I0042		Band 1	**$19.49**	
I0043		Band 2	**$31.74**	
I0044		Band 3	**$59.49**	
I0045		Band 4		
	I0049	First Line		**$108.79**
	I0050	Second Line and Each Additional Line (same time)		**$32.96**
	I0051	Re-install (Cut Thru and Dedicated/Vacant)		**$50.86**
	I0052	Disconnect		**$55.53**
		2-Wire Digital Loop		
I0064		Band 1	**$19.49**	
I0065		Band 2	**$31.74**	
I0066		Band 3	**$59.49**	
I0067		Band 4		
	I0071	First Line		**$108.79**
	I0072	Second Line and Each Additional Line (same time)		**$32.96**
	I0073	Disconnect		**$55.53**
		2-Wire ISDN-BRI Digital Loop		

I0074		Band 1	**$24.83**	
I0075		Band 2	**$41.72**	
I0076		Band 3	**$89.31**	
I0077		Band 4		
	I0081	First Line		**$108.79**
	I0082	Second Line and Each Additional Line (same time)		**$32.96**
	I0083	Disconnect		**$55.53**
		Digital 56k/64k Loop		
I0094		Band 1	**$46.56**	
I0095		Band 2	**$73.70**	
I0096		Band 3	**$190.44**	
I0097		Band 4		
	I0101	First Line		**$262.74**
	I0102	Second Line and Each Additional Line (same time)		**$186.91**
	I0103	Disconnect		**$55.53**
		DS1 Service		
I0104		Band 1	**$137.55**	
I0105		Band 2	**$172.23**	
I0106		Band 3	**$389.75**	
I0107		Band 4		
	I0111	First Line		**$362.36**
	I0112	Second Line and Each Additional Line (same time)		**$286.53**
	I0113	Disconnect		**$55.53**
		DS3 Service		
		Add DS3 to existing fiber system	**ICB**	**$144.86**
		Disconnect		**$23.79**
		SUB LOOPS (RATES INCLUDE NID CHARGE) T-821 Gulf Telephone Company, AL	**MRC**	**NRC**
		Sub-Loops Interconnection (Stub Cable)		**ICB**
		2 Wire Voice Grade and Digital Data Distribution		
I0114		Band 1	**$8.86**	
I0115		Band 2	**$17.17**	
I0116		Band 3	**$30.18**	
I0117		Band 4		
	I0121	First Line		**$112.13**
	I0122	Second Line and Each Additional Line (same time)		**$36.30**
	I0123	Disconnect		**$58.73**
		LOOP CONDITIONING	**MRC**	**NRC**
		Load Coil Removal for all Digital UNE and xDSL-Capable loops that are **less than 18,000 feet in length - per line conditioned** (No Engineering or Trip charges - price reflects 25 pair economies)		**$7.44**
	I0219	Conditioning Engineering Charge - per loop		**$77.47**
	I0220	Conditioning Trip Charge - per loop		**$24.81**
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	I0221	Unload cable pair, per Underground location		**$183.75**

	I0222	Unload Addt'l cable pair, UG same time, same location and cable		**$1.12**
	I0223	Unload cable pair, per Aerial Location		**$76.00**
	I0224	Unload Addt'l cable pair, AE or BU, same time, location and cable		**$1.12**
	I0225	Unload cable pair, per Buried Location		**$107.90**
		Bridged Tap or Repeater Removal - Any Loop Length		
	I0232	Remove Bridged Tap or Repeater, per Underground Location		**$184.06**
	I0226	Remove each Addt'l Bridged Tap or Repeater, UG same time, location and cable		**$1.12**
	I0227	Remove Bridged Tap or Repeater, per Aerial Location		**$76.00**
	I0228	Remove each Addt'l Bridged Tap or Repeater, AE or BU same time, location and cable		**$1.12**
	I0231	Remove Bridged Tap or Repeater, per Buried Location		**$108.21**
		DEDICATED INTEROFFICE TRANSPORT		
		DS1		
		Recurring Fixed & per Mile	**$31.48**	**$1.35**
		NRC		**$104.26**
		Disconnect		**$23.79**
		DS3		
		Recurring Fixed & per Mile	**$421.90**	**$32.84**
		NRC		**$104.26**
		Disconnect		**$23.79**
		MULTIPLEXING	**MRC**	**NRC**
		Multiplexing elements are only relevant in conjunction with UNE transport.		
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	**$106.48**	**$104.26**
		DS1-DS0 Disconnect		**$23.79**
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	**$173.57**	**$104.26**
		DS3-DS1 Disconnect		**$23.79**
		UNBUNDLED DARK FIBER TRANSPORT	**MRC**	**NRC**
		Dark Fiber Application & Quote Preparation Charge		**$284.14**
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		Transport		
		Interoffice, per foot per fiber - Statewide Average	**$0.0054**	
		Additional Charges Applicable to Transport		
		Fiber Patch Cord, per fiber	**$0.4359**	
		Fiber Patch Panel, per fiber	**$2.0938**	
		Central Office Interconnection,1-4 Patch Cords per CO - Install or Disconnect		**$245.73**
		Dark Fiber End-to-End Testing, Initial Strand		**$85.45**
		Dark Fiber End-to-End Testing, Subsequent Strand		**$23.88**
		EEL COMBINATIONS	**MRC**	**NRC**
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	**MRC**	**NRC**

		End Office - per MOU	**TBD**	**N/A**
		Tandem Switching - per MOU	**TBD**	**N/A**
		Common Transport - per MOU	**TBD**	**N/A**
		Common Transport for Indirect Network Connection - per MOU	**$0.000047**	
		VNXX TRAFFIC		
		VNXX Traffic - CTL Originating Access Rates	**Per Tariff**	
		TRANSIT SERVICE	**MRC**	**NRC**
		Transit Service Charge - per MOU	**$0.0050**	
		TOLL VOIP-PSTN TRAFFIC	**RECURRING**	**RECURRING PER MILE**
		Toll VoIP-PSTN Traffic	**CenturyLink's Interstate Access Tariff**	**CenturyLink's Interstate Access Tariff**
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU)	**0%**	**0%**
		DATABASE	**MRC**	**NRC**
		Local Number Portability query (LNP)	**Per interstate tariff**	**Per interstate tariff**
		Toll Free Code query (TFC) - Simple	**Per interstate tariff**	**Per interstate tariff**
		Toll Free Code query (TFC) - Complex Additive	**Per interstate tariff**	**Per interstate tariff**
		Line Information Database query (LIDB)	**Per interstate tariff**	**Per interstate tariff**
		Line Information Database query transport (LIDB)	**Per interstate tariff**	**Per interstate tariff**
		DIRECTORY SERVICES	**MRC**	**NRC**
		Directory - Premium & Privacy Listings	**Refer to Applicable Retail Tariff**	
		Ad Hoc (Each Additional) Galley		**$150.00**
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	**TBD**	
		911 Facilities	**MRC**	**NRC**
		DS1 where muxing is not required; requirement determined by CenturyLink and varies by SR	**Refer to applicable special access tariff**	**Refer to applicable special access tariff**
		DS1 where muxing is required; requirement determined by CenturyLink and varies by SR	**Refer to applicable switched access tariff**	**Refer to applicable switched access tariff**
		Multiplexing DS1-DS0(shelf only, rate does not include cards); (where required by CenturyLink, varies by SR)	**Refer to applicable Access Tariff**	**Refer to applicable Access Tariff**
		911 Selective Router Ports	**MRC**	**NRC**
		DS0 911 Trunk Port		
		Per port (minimum of two ports required per DS1 facility)	**$20.00**	**$50.00**
		911 Transit Service	**MRC**	**NRC**
		DS0 charge for 911 transit service per port(min of two ports required)	**$40.00**	

		911 Database	**MRC**	**NRC**
		MSAG Report- per report requested, applicable to the territory governed by this agreement		**$250.00**
		Manual 911 ALI record upload, per record- only available upon CenturyLink approval		**$25.00**
		in addition to the charges listed above, charges in applicable wholesale 911 tariffs may apply as determined by CenturyLink on an ICB basis per geographic serving area		
		ROUTINE MODIFICATION OF FACILITIES	**MRC**	**NRC**
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	**N/A**	**Included in Loop NRC**
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	**N/A**	**ICB**
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	**Included in Loop MRC**	**Included in Loop NRC**
	I0229	Where Special Construction Applies, Non Recurring Charge		**$2,157.29**
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	**Included in Loop MRC**	**Included in Loop NRC**
	I0230	Where Special Construction Applies, Non Recurring Charge		**$2,415.70**
		Smart Jack	**Included in Loop MRC**	**Included in Loop NRC**
		Line Card Installation	**Included in Loop MRC**	**Included in Loop NRC**
		Multiplexing	**Included in Loop MRC**	**Included in Loop NRC**
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		

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LOOP BANDING

	Exchange Name	CLLI	Band
T-821	Gulf Shores	GLSHALXB	1
T-821	Orange Beach	ORBHALXA	1
T-821	Foley	FOLYALXA	2
T-821	Fort Morgan	FTMRALXA	2
T-821	Gulf Shores	GLSHALXA	2
T-821	Lillian	LLLNALXA	2
T-821	Magnolia Springs	MGSPALXA	2
T-821	Robertsdale	RBDLALXA	2
T-821	Bon Secour	BNSCALXA	3
T-821	Elberta	ELBTALXA	3
T-821	Loxley	LXLYALXA	3
T-821	Marlow	MRLWALXA	3
T-821	Seminole	SMNLALXA	3
T-821	Summerdale	SRDLALXA	3

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	Section II: Rate List - Physical and Virtual Collocation Elements	State-AL	State-AL
Line	**Element**	**NRC**	**MRC**
	Administrative, Engineering and Project Management Fees		
1	New Collocation - Application Fee	$ 2,913.74	
2	New Collocation - Admin., Transm. Engr. & Project Management Fee	$ 6,153.53	
3	Minor Augment Fee	$ 823.69	
4	Minor Augment - Administrative & Project Management Fee	$ 771.05	
5	Minor Augment - Transmission Engineering Fee	$ 611.46	
6	Major Augment Fee	$ 1,722.60	
7	Major Augment - Administrative & Project Management Fee	$ 1,996.67	
8	Major Augment - Transmission Engineering Fee	$ 1,796.16	
9	Space Report (per wire center)	$ 920.54	
	Security Cage Construction		
10	Security Cage - Engineering	$ 550.36	
11	Security Cage - Construction (Cost per Linear Foot)	$ 47.44	
	Floor Space		
12	Floor Space (Per Square Foot)		$ 6.99
	DC Power		
13	Power Costs - Per Load Ampere Ordered		$ 24.40
14	Power Costs - Connection to Power Plant up to 30 Amps	$ 1,477.35	$ 20.92
15	Power Costs - Connection to Power Plant 31-60 Amps	$ 2,417.22	$ 32.90
16	Power Costs - Connection to Power Plant 61-100 Amps	$ 8,614.69	$ 106.20
17	Add Per Foot Over 110 Linear Feet	$ 164.80	$ 1.94
18			
	Power Costs - Connection to Power Plant 101-200 Amps	$ 18,883.10	$ 229.56
19	Add Per Foot Over 110 Linear Feet	$ 311.42	$ 3.67
	AC Power		
20	Cost per AC Outlet Installation (per outlet 20 amps) (non-load use)	$ 1,089.03	
21	Cost per Set of Overhead Lights	$ 1,589.97	
	Cross Connect Facilities		
22	DS0 Switchboard Cable Per 100-Pr		$ 29.55
23	DS0 Co-Carrier Switchboard Cable Per 100 Pr.	$ 626.61	$ 7.80
24	DS1 Cross Connect (Per 28 pack of DS1s)		$ 41.02
25	DS1 Co-Carrier Cross Connect (Per 28 pack of DS1s)	$ 563.54	$ 8.50
26	DS3 Cross Connect (Per 12 pack of DS3s)		$ 203.42
27	DS3 Co-Carrier Cross Connect (Per 12 pack of DS3s)	$ 1,750.03	$ 18.41
28	Optical Cross-Connect Per 4 Fibers		$ 16.01
29	Optical Cross-Connect Co-Carrier Per 4 Fibers	$ 227.28	$ 10.13
30	Internal Cable Space - Per 48 Fiber Cable		$ 30.43
31	Internal Cable Space - Per 100 Pr Copper Stub Cable		$ 19.99
32	Internal Cable - 48 Fiber	$ 1,324.30	$ 39.43
33	Internal Cable - Per 100-Pr Copper Stub Cable	$ 180.59	$ 45.33
	Security Card		
34	Security Card - Per Card	$ 15.00	
	Additional Labor Charges (Virtual or Physical)		

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35	Additional Labor 1/4 hour CO Technician - Regular	$	16.19	
36	Additional Labor 1/4 hour CO Technician - Overtime	$	24.29	
37	Additional Labor 1/4 hour CO Technician - Premium	$	32.38	
38	Additional Labor 1/4 hour CO Engineer	$	17.25	
39	Additional Labor 1/4 hour OSP Technician - Regular	$	16.19	
40	Additional Labor 1/4 hour OSP Technician - Overtime	$	24.29	
41	Additional Labor 1/4 hour OSP Technician - Premium	$	32.38	
42	Additional Labor 1/4 hour OSP Engineer	$	15.52	
43	**Adjacent On-Site Collocation**			ICB
44	**Remote Terminal Collocation**			ICB

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement. The Effective Date of this Agreement for such purposes will be established by the date of the final signature on this Agreement subject to confirmation by Commission approval order.

Metropolitan Telecommunications of Alabama, Inc. d/b/a MetTel

By: DocuSigned by: Andoni Economou 63E3E1EBB2204E5

Name : Andoni Economou

Title: COO/EVP

Date: 7/24/2013

Gulf Telephone Company

By: 05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen

Name: L.T. Christensen

Title: Director – Wholesale Contracts

Date: 7/24/2013