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Interconnection Agreement

By and Between

United Telephone Company of the West d/b/a CenturyLink

and

New Horizon Communications Corp.

For the State of

Nebraska

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TABLE 1- RATES

TABLE 2 - COLLOCATION

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This Interconnection Agreement is entered into by and between United Telephone Company of the West d/b/a CenturyLink (CenturyLink), and New Horizon Communications Corp., in its capacity as a certified provider of local wireline Telecommunications Service, (CLEC). CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party". This Agreement covers services in the State of Nebraska (State) and only in areas which both Parties are certificated.

WHEREAS, the Parties wish to Interconnect their local exchange networks for the purposes of transmission and termination of Local Traffic (as hereinafter defined), so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other'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 set forth terms for the purchase of Unbundled Network Elements, Resale, Additional Services and for Collocation arrangements for the provision of Telecommunications Services; and

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. DEFINITIONS

1. GENERAL RULES

1.1 Unless the context clearly indicates otherwise, the definitions set forth in this Article of this Agreement shall apply to the entire Agreement and all attachments incorporated by reference herein into this Agreement. A defined term intended to convey the meaning stated in this Agreement is capitalized when used.

1.2 Additional definitions that are specific to the matters covered in a particular Article, attachment or provision may appear in that Article, attachment or provision. To the extent that there is any difference of interpretation between a definition set forth in this Agreement and any definition in a specific Article, attachment or provision, the definition set forth in the specific Article, attachment or provision shall control with respect to that Article, attachment or provision.

1.3 Capitalized terms that are not otherwise defined in this Article or elsewhere within the 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.

1.4 Terms used in a Tariff shall have the meanings stated in the Tariff.

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

1.6 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.

2. DEFINITIONS

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.

911 Service Provider: A 911 System Service Provider furnishes systems and support necessary to enable 9-1-1 calling for one or more PSAPs in a specific geographic area.

911 Trunk: A trunk capable of transmitting a 9-1-1 dialed call to the Selective Router, and used for the single purpose of transmission of 9-1-1 calls in accordance with applicable NENA Standards.

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 special access, Switched Access Services, and Interconnection.

Access Services: Interstate and intrastate Switched Access Services, Special Access and/or Private Line services, as appropriate.

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.

ACTL: Access Customer Terminal Location as defined by Telcordia.

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, Packet Switched or other technology that enable users to originate and receive high-quality voice, data, graphics and/or video Telecommunications using any technology.

Affiliate: Shall have the meaning set forth in 47 U.S.C. §153(2).

ALI Database: A database which stores information associated with End User customers' telephone numbers or Shell Records.

Applicable Law: 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 FCC) that relate to the respective rights and obligations of each Party as of the Effective Date (Applicable Rules) or as subsequently revised.

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.

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.

Automatic Location Identification (ALI): A record that includes the subscriber's name (identified by ANI), street address, Emergency Service Number and other predetermined information associated with the E-911 caller's telephone number, which can be 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.

Automatic Number Identification (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 the ALI Database. Any reference to ANI in this Agreement shall be deemed to be inclusive of pANI, as appropriate.

Bill Date: The date when a CenturyLink service is billed and/or invoiced to a customer. The Bill Date is generally the date one (1) day past the billing cycle close date and will appear on any such bill or invoice.

Bill Due Date: The date that payment for a bill or invoice is due. The Bill Due Date shall be the date thirty (30) Days from the Bill Date.

Bona Fide Request (BFR): The process CLEC must use (1) to submit a request to obtain Interconnection or access to a Network Element to which CenturyLink is required to provide access on an unbundled basis under Applicable Law, but which Interconnection or Network Element is new, undefined or not otherwise available under the terms of this Agreement; (2) when facilities and equipment are not Currently Available; (3) when CLEC requests that CenturyLink provide Interconnection or 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, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via the BFR process on an individual case basis (ICB).

Business Day: Monday through Friday, except for company holidays on which CenturyLink is officially closed for business.

Central Office (CO): A telephone company Building where customer lines are joined to a switch or switches for connection to the Public Switched Telephone Network (PSTN).

Central Office Building or Building: Structure (not including a controlled environment vault (CEV)) housing CenturyLink network equipment that is under the control of CenturyLink and for which CenturyLink has the right to grant access and/or occupation by third parties.

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 connected and offered, directly or through subtending Remotes, 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).

Centrex: A Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

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.

CIC: An acronym for Carrier Identification Code.

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.

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, requesting unbundled access to CenturyLink's Network Elements, 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 Access Carrier Name Abbreviation (ACNA).

CLLI Codes: Common Language Location Identifier Codes.

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. §51.

Commingle: The act of Commingling.

Commingling: The connecting, attaching, or otherwise linking of an unbundled Network Element, or a combination of unbundled Network Elements, to one or more facilities or services that CLEC has obtained at wholesale from CenturyLink or the combining of an unbundled Network Element, or a combination of unbundled Network Elements with one or more such facilities or services.

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

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.

Common Transport: An interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in CenturyLink's network. Common Transport paths/Common Tandem Trunks are shared between multiple customers and are required to be switched at the Tandem Switch.

Company Identifier or Company ID: A three to five (3 to 5) character identifier that distinguishes the entity providing voice service (e.g. wireline, wireless, VoIP, etc.) to the End User. The Company Identifier registry is maintained by NENA in a nationally accessible database.

Competitive Local Exchange Carrier (CLEC): As defined in 47 U.S.C. §153(32), authorized to provide Telephone Exchange Services or Exchange Access Services in competition with an ILEC.

Copper Loop: A stand-alone Local Loop comprised entirely of copper wire or copper cable. Copper Loops include two-wire and four-wire analog voice-grade Copper Loops, digital Copper Loops (e.g., DS0s and Integrated Services Digital Network lines), as well as two-wire and four-wire Copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. A Copper Loop includes attached electronics using Time Division Multiplexing (TDM) technology, but does not include packet, cell or frame switching capabilities.

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.

Custom Calling Features: A set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.

Customer Proprietary Network Information (CPNI): Shall have the meaning set forth in 47 U.S.C. §222 and shall also include any additional information specified pursuant to State law.

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

Customer Service Record Search: A process requested by CLEC that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. 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.

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.

Dark Fiber Transport: CenturyLink's unactivated optical interoffice transmission facilities, that are within CenturyLink's network and connect CenturyLink switches or Wire Centers within the same LATA and State. Dark Fiber Transport does not include transmission facilities between the CenturyLink network and CLEC's network or the location of CLEC's equipment.

Database Management System (DBMS): A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

Day: A calendar day unless otherwise specified.

Dedicated Transport: UNE 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 or CenturyLink interoffice transmission facilities that are dedicated to a particular customer or carrier.

Default: A Party's violation of any material term or condition of the Agreement, or refusal or failure in any material respect to properly perform its obligations under this Agreement, including the failure to make any undisputed payment when due. A Party shall also be deemed in Default upon such Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party or the failure to obtain or maintain any certification(s) or authorization(s) from the Commission which are necessary or appropriate for a Party to exchange traffic or order any service, facility or arrangement under this ICA, or notice from the Party that it has ceased doing business in this State or receipt of publicly available information that signifies the Party is no longer doing business in this State.

Demarcation Point: The Demarcation Point shall have the meaning set forth in 47 C.F.R. §68.105.

Digital Subscriber Line Access Multiplexer (DSLAM): Equipment that links End User xDSL connections to a single packet switch, typically ATM or IP.

Direct Trunked Transport (DTT): A DS1 or DS3 interoffice facility that connects the CenturyLink Serving Wire Center of the CLEC's Local Interconnection Entrance Facility or Collocation to the terminating CenturyLink Tandem or End Office used exclusively for the transmission and routing of Telephone Exchange Service and Exchange Access.

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.

DS-1: A service having an absolute digital signal speed of 1.544 Mbps.

DS-3: A service having an absolute digital signal speed of 44.736 Mbps.

Duct: A pipe, tube or conduit through which cables or wires are passed.

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.

E911 Customer or PSAP Operator: A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire service through the use of one telephone number, 911.

E-911 or Enhanced 911 Service or E911 Service: A telephone system which includes network switching, data base and PSAP premise elements capable of providing ALI data, selective routing, selective transfer, fixed transfer, and a call back number.

EAS (Extended Area Service): For purposes of this Agreement, EAS will be interpreted generically as commonly used within the Telecommunications industry to mean any expanded or extended Local Calling Area that is set forth in a Party's Tariff, regardless of service name, that meets commission specifications for the provision of local calling to a wider area beyond the exchange with reduced (or without) long distance or toll charges. It can be a flat rate, message or measured and can also be zoned. An EAS calling plan that is required or mandated by the FCC or the Commission is referred to as a "mandatory" EAS irrespective of whether or not mandatory EAS area is only available to End Users who affirmatively elect or opt to take advantage of such wider Local Calling Area and irrespective of whether such End Users must pay an additional charge in order to have the benefit of such mandatory EAS area. Optional EAS is an EAS calling plan that is not required or mandated by the FCC or a Commission but is voluntarily offered by a Party.

Effective Date: The date of Commission approval of the Agreement.

Electronic Interface: Direct access to Operations Support Systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

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

Emergency Service Number (ESN): A three to five digit number that represents a unique combination of Emergency Services in one or more ESZs.

Emergency Services Query Key (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.

Emergency Service Zone (ESZ): A geographical area that represents a unique combination of Emergency Services that are within a PSAP jurisdiction.

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

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

End User: Any third party retail customer that subscribes to, and does not resell to others, a service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party, where the service provided by such Party's wholesale customer is derived from a Telecommunications Service provided to such Party by the other Party. Unless otherwise specified, a reference to a Party's End Users shall be deemed to refer to either (i) or (ii) above. As used herein, End User does not include any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) or their retail customers nor does it include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

Enhanced Extended Link (EEL): The combination of Unbundled Network Elements in the CenturyLink Network consisting of a UNE Local Loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities and the NID.

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.

Exchange Access: The offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services).

Exchange Message Interface (EMI): 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).

FCC: The Federal Communications Commission.

Federal Universal Service Charge (FUSC): An End User charge that allows a Telecommunications Carrier to recover certain costs of its universal service contributions from its customers.

Federal Universal Service Fund (FUSF): A fund administered by the Universal Service Administrative Company (USAC) into which Telecommunications Carriers pay their FUSF contributions.

Fiber-to-the-curb Loop (FTTC Loop): A Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's Premises or, in the case of predominantly residential multiple dwelling units (MDUs), not more than five hundred (500) feet from the MDU's minimum point of entry (MPOE). The fiber optic cable in a fiber-to-the curb Local 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 five hundred (500) feet from the respective customer's Premises.

Fiber-to-the-home Loop (FTTH Loop): A Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User's customer Premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit Premises' MPOE.

Grandfathered Service: A service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

Hybrid Loop: A Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

Incumbent Local Exchange Carrier (ILEC): Shall have the meaning set forth in 47 U.S.C. §251(h).

Indirect Network Connection: A method of Interconnection for the exchange of Local Traffic, IntraLATA LEC Toll Traffic and VoIP-PSTN Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

Information Service: The offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Information Service Provider: A provider of Information Service. Information Service Provider includes, but is not limited to, Internet Service Providers (ISPs).

Information Service Traffic: Traffic delivered to or from an Information Service Provider for the provision of Information Service. ISP-Bound Traffic is a subset of Information Service Traffic.

Inside Wire or Inside Wiring: Wiring within the customer Premises that extends to the Demarcation Point of CenturyLink's outside plant. Inside Wire is owned or controlled by the End User (unless otherwise specified herein or under Applicable Law.

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 re-issuances, 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).

Intellectual Property Claim: Any actual or threatened claim, action or proceeding relating to Intellectual Property.

Interconnection: Shall have the meaning set forth in 47 C.F.R. §51.5, and refers, in this Agreement, to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

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, subject to the trunking requirements and other terms and provisions of this Agreement.

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

Interexchange Service: Telecommunications Service between stations in different exchange areas.

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

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

IntraLATA Toll Traffic: Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the originating or terminating CenturyLink Local Calling Area as defined in CenturyLink's local exchange Tariff on file with the Commission.

IntraLATA LEC Toll Traffic: means IntraLATA Toll traffic originated by the End Users of CLEC acting in its capacity as a Local Exchange Carrier and not in its capacity as, or on behalf of, an IXC.

Integrated Services Digital Network (ISDN) User Part (ISUP): A part of the SS7 protocol that defines call setup messages and call takedown messages.

ISP-Bound Traffic: For purposes of this Agreement, traffic that is transmitted to an Internet Service Provider ("ISP") who is physically located in an exchange within the same LCA of the originating End User, consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001). ISP-Bound Traffic does not include any VNXX Traffic.

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 an End User 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 an End User.

Local Access and Transport Area (LATA): Shall have the meaning set forth in 47 U.S.C. §153(31).

Local Calling Area (LCA): The CenturyLink local exchange area, or mandatory Extended Area Service (EAS) exchanges, as required by a State Commission or as defined in CenturyLink's local exchange Tariffs.

Local Exchange Carrier (LEC): Shall have the meaning set forth in 47 U.S.C. §153(32).

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

Local Interconnection Trunk or Local Interconnection Trunk Group: One-way or two-way trunks or trunk groups used to exchange Local Traffic between a switch of one Party and a switch of the other Party.

Local Interconnection Entrance Facility: A DS1 or DS3 facility that extends from CLEC's Switch location or other CLEC Premises to the CenturyLink Serving Wire Center for that CLEC Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.

Local Loop: A transmission facility between a Main Distribution Frame [cross-connect], or its equivalent, in a CenturyLink Central Office or Wire Center, including Remote offices, and up to the Demarcation Point at a customer's Premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer Premises. Local Loops include Copper Loops, Hybrid Loops, DS1 loops, DS3 loops, and FTTC Loops.

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 and Unbundled Network Elements for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

Local Traffic: Traffic, including VoIP-PSTN Traffic, that is originated by an End User of one Party who is physically located in a CenturyLink Local Calling Area on that Party's network and terminated to an End User of the other Party who is physically located in the same Local Calling Area on that Party's network. Pursuant to the FCC's clarifying orders, Local Traffic includes Information Service Traffic only to the extent that the End User and the Information Service Provider are physically located in the same CenturyLink Local Calling Area. Local Traffic for purposes of intercarrier compensation does not include: (1) any traffic that does not originate and terminate within the same CenturyLink Local Calling Area (2) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (3) flat-rated toll plans voluntarily offered by a Party, sometimes referred to as "optional" EAS; (4) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (5) Transit Traffic; (6) VNXX traffic; or, (7) Toll VoIP-PSTN.

Local VoIP-PSTN Traffic is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink Local Calling Area, and shall be considered to be "Local Traffic" as such term is used in this Agreement.

Loop Qualification: An OSS function that includes supplying Local Loop Qualification information to CLEC as part of the Pre-ordering Process. Examples of the type of information provided are:

Composition of the loop material, i.e. fiber optics, copper;

Existence, location and type of any electronic or other equipment on the Local Loop, including but not limited to:

a. Digital Loop Carrier (DLC) or other Remote concentration devices;

b. Feeder/distribution interfaces;

c. Bridge taps;

d. Load coils;

e. Pair gain devices; or

f. Distributers in the same or adjacent binders.

Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

Wire gauge or gauges; and

Electrical parameters.

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.

Mass Calling Trunks: 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.

Master Street Address Guide (MSAG): A data base of street names and house number ranges within their associated communities defining ESZs and their associated ESNs to enable proper routing of 911 calls.

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

Mid-Span Fiber Meet: An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection for purposes of 47 U.S.C §§251(c)(2) and 251(c)(3) remains on CenturyLink's network and is limited to the Interconnection of facilities between the CenturyLink Serving Wire Center and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center.

Minutes of Use: Shall be abbreviated as MOU.

Multiple Exchange Carrier Access Billing (MECAB): 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 currently effective version of the MECAB document, published by ATIS (0401004-00XX), 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.

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 currently effective version of the MECOD document, published by ATIS (0404120-00XX), establishes methods for processing orders for Access Service that is to be provided by two or more LECs.

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National Emergency Number Association (NENA): A not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number” for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

Network Element: Shall have the meaning set forth in 47 U.S.C. §153(35).

Network Interface Device (NID): A stand-alone Network Element defined as any means of interconnecting Inside Wiring to CenturyLink’s distribution plant, such as a cross-connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the Local Loop to End User Inside Wiring, regardless of the specific mechanical design.

North American Numbering Plan (NANP): The system of telephone numbering employed in the United States, Canada, and Caribbean countries for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications. NANP also sets rules for calls to be routed across these countries.

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.

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.

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 ten-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Ordering and Billing Forum (OBF): An industry committee functioning under the auspices of the Alliance for Telecommunications Industry Solutions (ATIS).

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

Packet Switching or Packet Switched: 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.

Parity: Means subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, Network Elements or functionality under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, Network Elements or functionality unless otherwise set forth in Applicable Law. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, Network Elements or functionality on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements or functionality.

Party or Parties: Shall mean CenturyLink, as described in the first paragraph of this Agreement, or CLEC depending on the context and no other entity, Affiliate, Subsidiary or assign. "Parties" refers collectively to both CenturyLink and CLEC and no other entities, Affiliates, Subsidiaries or assigns.

Percentage Local Use (PLU): A percentage calculated by dividing the number of minutes of Local Traffic originated or terminated by the total number of minutes respectively originated or terminated via Local Interconnection Trunks, except that directory assistance, BLV/BLVI, and Jointly Provided Switched Access calls are not included in the calculation of PLU.

Physical Collocation: An offering by CenturyLink that enables a requesting Telecommunications Carrier to enter upon a CenturyLink Premises, subject to reasonable terms and conditions, and place its own equipment to be used for Interconnection or access to Unbundled Network Elements within or upon an ILEC's Premises and to use such equipment to interconnect with CenturyLink's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or to gain access to CenturyLink's UNEs for the provision of a Telecommunications Service, as provided in this Agreement, with space for such purposes allotted on a first-come, first-served basis.

Point of Interconnection (POI): A point on CenturyLink's network where the Parties deliver Interconnection traffic to each other, and also serves as a Demarcation Point between the facilities that each Party is financially responsible to provide for POIs not established through the BFR process. 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.

Premises: 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.

Pseudo-ANI (pANI): A ten 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 to this Agreement, references to pANI shall include Emergency Services Query Key (ESQK), Emergency Services Routing Digit (ESRD) and Emergency Service Routing Key (ESRK), as appropriate.

Public Safety Answering Point (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.

Rate Center: The specific geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of basic exchange Telecommunications Services. The "Rate Center area" is the exclusive geographic area identified as the area within which CenturyLink or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center.

Rating Point: The finite geographic point identified by a specific 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.

Reciprocal Compensation: As defined under 47 C.F.R. §51 Subpart H.

Remote Switch or Remote: 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 Switch via an interswitch link from a host End Office.

Routine Network Modifications: An activity that CenturyLink regularly undertakes for its own customers, as more particularly described in Section 80 of this Agreement.

Routing Point: A location that a LEC has designated on its own network as the homing or Routing Point for traffic in-bound 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. 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.

Selective Router (SR): 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.

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.

Service Order: An order submitted by CLEC to CenturyLink ordering or changing an Unbundled Network Element, or other services and facilities (including any porting requests) available in accordance with the terms of this Agreement.

Serving Wire Center: denotes the CenturyLink Building from which dial tone for Telephone Exchange Service would normally be provided to a particular End User customer Premises.

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 the 911 call. For purposes of this Agreement, references to 911 records shall include Shell Records, as appropriate.

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.

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

Signaling Transfer Point (STP): A Signaling Point that performs message routing functions and provides information for the routing of messages between Signaling Points within or between CCS networks. An STP transmits, receives and processes CCS messages.

Splitter: A device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

Standard Practices: The general practices and procedures published or referenced on CenturyLink's Website that apply to CenturyLink's Wholesale Services and operations, as the same may be updated and revised from time to time by CenturyLink.

State: The State specified in Preface and Recitals section of this Agreement.

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

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 or ISP-Bound Traffic or Toll VoIP-PSTN Traffic will be considered Switched Access Service. Switched Access Services includes, without limitation, the following: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 Access Services

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Tandem or Tandem Switch or Tandem Office Switch: A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another, in a series, for the purpose of exchanging traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call. CLEC Switch(es) shall be considered Tandem Office Switch(es) to the extent such Switch(es) serve(s) a comparable geographic area as CenturyLink 's Tandem Office Switch. A fact-based consideration of such geography by the Commission should be used to classify any Switch on a prospective basis.

Tariff: Any applicable Federal or state Tariff, price list or price schedule of a Party, as amended from time-to-time, that provides for the terms, conditions and pricing of Telecommunications Services. A Tariff filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC. In the event this Agreement refers to a Tariff for a service or arrangement that is not offered, or is no longer offered, under a Tariff, then the reference shall be deemed to refer to an applicable price list or commercial offering.

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.

Technically Feasible: Interconnection, access to Unbundled Network Elements, Collocation and other methods of achieving Interconnection or access to Unbundled Network Elements 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.

Telcordia: Means Telcordia Technologies, Inc. which is a leading provider of software and services for the Telecommunications industry, or any successor entity providing the same functions which are referenced in this Agreement.

Telecommunications: Shall have the meaning set forth in 47 U.S.C. §153(50).

Telecommunications Carrier: Shall have the meaning set forth in 47 U.S.C. §153(51). This definition includes CMRS providers, IXCs and, to the 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.

Telecommunications Service: Shall have the meaning set forth in 47 U.S.C. §153(53).

Telephone Exchange Service: Shall have the meaning set forth in 47 U.S.C. §153(54).

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

Tier 1 Wire Center: Those CenturyLink Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those CenturyLink Tandem Switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. 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.

Tier 2 Wire Center: 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.

Tier 3 Wire Center: Those CenturyLink Wire Centers that are not Tier 1 or Tier 2 Wire Centers.

Time and Material Charges: 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.

Toll VoIP-PSTN Traffic is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink Local Calling Areas.

Transit Service: Means the use of CenturyLink's network to deliver Transit Traffic.

Transit Traffic: Means traffic that is routed by CLEC through CenturyLink's network for delivery to another carrier's network or that is routed by another carrier through CenturyLink's network for delivery to CLEC's network. For purposes of this Agreement, Transit Traffic does not include Jointly Provided Switched Access Traffic.

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.

Virtual Collocation: Virtual Collocation is as defined in 47 C.F.R. §51.5.

Virtual NXX Traffic (VNXX Traffic): refers to (A) calls which are dialed to a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is the same as the Rate Center associated with the telephone number from which the calls are originated but which are terminated to customer Premises equipment (e.g. a telephone handset, modems, servers, calling card platform equipment, etc.) which is physically and geographically located outside the Local Calling Area from which the call originated, and/or (B) calls which are dialed from a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is the same as the Rate Center associated with the telephone number to which the calls are terminated, but which are originated from customer Premises equipment which is physically, geographically located outside the Local Calling Area to which the call is terminated

VNXX Service**:** VNXX Service means the assignment by a Party of a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is not within the same Local Calling Area where the customer premise equipment (e.g., a telephone handset, modems, servers, calling card platform equipment, etc.) associated with such NPA-NXX-XXXX is physically, geographically located.

VoIP-PSTN Traffic is traffic which is exchanged between a CenturyLink End User and the CLEC End User in Time Division Multiplexing ("TDM") format that originates from and/or terminates to a Party's End User customer in Internet Protocol ("IP") format, as determined in the order issued by the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime,* effective December 29, 2011 ("FCC's ICC Order").

Website: As used in this Agreement, Website shall mean: www.CenturyLink.com/wholesale

Wholesale Service: Telecommunication Services that CenturyLink provides at retail services to subscribers who are not Telecommunications Carriers as set forth in 47 U.S.C. §251(c)(4) which CenturyLink offers to qualified providers at a wholesale rate.

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.

xDSL: A generic term for HDSL, ADSL or SDSL, which are high speed transmission protocols, equipment, and services designed to operate over copper wire.

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ARTICLE II. GENERAL TERMS AND CONDITIONS

3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

3.1 Except as may otherwise be set forth in a particular Article or attachments incorporated by reference within this Agreement, in which case the provisions of such Article or attachment shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

4. POSITION OF THE PARTIES

4.1 This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. 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. 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.

5. INTENTIONALLY LEFT BLANK

6. REGULATORY APPROVALS

6.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. CenturyLink and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

7. EFFECTIVE DATE, TERM AND TERMINATION

7.1 Effective Date. Subject to Section 6.1, this Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

7.1.1 Notwithstanding the above, 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 up to sixty (60) Days after execution by both Parties to accommodate required initial processes. No order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CLEC has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

7.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the "Initial Term), unless terminated earlier in

accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

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

7.3 Notice of Termination. Either Party 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) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.

7.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 7.3 and, on or before the noticed date of termination (the "End Date), either Party has requested negotiation of a new Interconnection agreement, such notice shall be deemed to constitute a Bona Fide Request to negotiate a replacement agreement for Interconnection, services or Network Elements pursuant to §252 of the Act and 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) one hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 7.3. 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 7.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 7.6 or Section 7.7.

7.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 7.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party 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 Interconnection arrangements and the exchange of Local Traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.

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 by the other Party so long as 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) Days of the written notice thereof, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 55.15. 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.

7.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under 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 in compliance with the terms and conditions of this Agreement. The selling or transferring Party shall provide the other Party with at least sixty (60) 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.

7.9.1 Except as stated in Section 7.9.2 or as otherwise agreed in writing by the Parties.

a. any prior Interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

b. any services that were purchased by one Party from the other Party under a prior Interconnection or resale agreement between the Parties for the State pursuant to §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 under this Agreement.

7.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior agreement between the Parties pursuant to §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 subject to 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.

7.9.3 If either Party elects to cancel the service commitment pursuant to the proviso in Section 7.9.2, 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. CLEC CERTIFICATION

8.1 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 FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a competitive local exchange carrier. CLEC shall not be permitted to establish its account nor place any orders under this Agreement until it has obtained such authorization and provided proof of such to CenturyLink. For the life of this Agreement, CLEC must represent and warrant to CenturyLink that it remains a certified local provider of Telephone Exchange Service within CenturyLink's Local Calling Area(s) in the State. At any time during the life of this Agreement, CLEC will provide a copy of its current Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. CLEC's failure to maintain such authorization(s) as may be required by Applicable Law for conducting business in the State as a CLEC shall be considered a Default of Agreement.

9. APPLICABLE LAW

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

9.1.1 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.

9.1.2 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.

9.1.3 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required and comply with Applicable Law in connection with the performance of its obligations under this Agreement

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9.1.4 Both Parties shall satisfy all applicable service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are required Applicable Law.

9.2 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 had the opportunity to obtain 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.

9.3 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.

9.4 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only that specific provision of the Agreement. In all other respects, this Agreement will stand as if such provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If the provision 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 negotiate an amendment to this Agreement 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, initiate Dispute Resolution pursuant to the terms of this Agreement, and any resolution in favor of the affected Party will be considered retroactive to the date Dispute Resolution was initiated. Notwithstanding the above, where the affected provision is held to be invalid, void or unenforceable retroactively by a court of competent jurisdiction, the resolution in favor of the affected Party will be considered retroactive to the same extent, or to the extent specified in the decision or twenty-four (24) months from the date Dispute Resolution was initiated whichever is shorter.

10. CHANGES IN LAW

10.1 In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) Days of the date of the notice to reflect

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the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date.

10.2 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, arrangement, payment or benefit ("Discontinued Arrangements") otherwise required to be provided to CLEC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, arrangement, payment or benefit. CenturyLink will provide thirty (30) Days prior written notice to CLEC of any such discontinuation, unless a different notice period or different conditions are specified by Applicable Law, in which event such specified period and/or conditions shall apply. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering, and CenturyLink will not provide, new Discontinued Arrangements. The Parties may amend this Agreement pursuant to the Amendment Section following to reflect such change in Applicable Law. If CLEC disputes CenturyLink's discontinuance of such service, facility, arrangement, payment or benefit, the dispute resolution procedures of this Agreement 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 unless a definitive effective date is specified by Applicable Law.

10.3 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. 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 this Agreement.

10.4 Notwithstanding any other provision of this Agreement to the contrary, the Amendment Section following shall control. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke

the Dispute Resolution provisions of this Agreement. CenturyLink may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision and such ordered rates shall be implemented without the requirement of an Amendment to this Agreement.

11. AMENDMENTS

11.1 Any amendment, modification, deletion or supplement to this Agreement must be in writing, dated and signed by an authorized representative of each Party and filed with the Commission, except for notices of Discontinued Arrangements. The term "Agreement" shall include any such future amendments, modifications, deletions and supplements.

12. ASSIGNMENT

12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement.

12.2 Except as provided in Section12.1, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however, that reasonable grounds for withholding consent would include, without limitation, the existence of any material Default by the requesting Party. For purposes of this paragraph, a Party shall be considered to be in material Default if there are any outstanding undisputed amounts owed that have not been paid by the due date.

12.3 If a Party uses products or services obtained from the other Party under this Agreement to serve End Users, then such Party may not make any sale or transfer of such End User accounts, or any facilities used to serve such End Users, unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid balances owed to the other Party under this Agreement for such services and products. Notwithstanding any assumption of liability by the purchaser or transferee, the Party selling or transferring such End User accounts, or facilities, shall remain jointly liable for the unpaid balances until the same are satisfied, in full, unless the selling or transferring Party obtains a written release of liability from the other Party, which release shall be at the reasonable discretion of the other Party.

12.4 If a Party seeks to transfer only a portion of facilities ordered pursuant to this Agreement, while retaining other facilities, then such transfer shall be treated as a disconnection and subsequent activation, subject to applicable disconnection and activation charges for such facilities, including any early termination fees, if applicable.

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13. CONFIDENTIAL INFORMATION

13.1 All information which is disclosed by one Party (Disclosing Party) to the other (Recipient) in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, except as provided in Section 13.5 below or as specifically provided elsewhere in this Agreement. Such information includes but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC, and where applicable, the rules and regulations of the Commission (Confidential Information).

13.2 Each Party agrees to use Confidential Information only for the purpose of performing under this Agreement, to hold it in confidence, to disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and to safeguard Confidential Information from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

13.3 Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

13.4 Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13.5 Recipient shall have no obligation to safeguard Confidential Information which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, which becomes publicly known or available through no breach of this Agreement by Recipient, which is rightfully acquired by Recipient free of restrictions on its Disclosure, or which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

13.6 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 five (5) years from the date of the initial disclosure of the Confidential Information.

13.7 Each Party agrees that in the event of a breach of this Section by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

13.8 Unless otherwise agreed, neither Party shall publish or use the other Party's

logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

13.9 Except as otherwise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including without limitation §222 of the Act.

14. CONSENT

14.1 Except as otherwise expressly stated in this Agreement, 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, except where such action is stated to be within a Party's sole discretion.

15. CONTACTS BETWEEN THE PARTIES

15.1 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 CenturyLink Website, and any updates also will be provided on the Website. Information contained on the Website 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 at any time during the Business Day. In addition, the Website will provide CLEC with contact information for the personnel and/or organizations within CenturyLink capable of assisting CLEC with inquiries regarding the ordering, provisioning and billing of Interconnection, UNE and resale 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.

16. GENERAL DISPUTE RESOLUTION

16.1 The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 55 shall also apply to the resolution of any billing disputes.

16.2 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.

16.2.1 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.

16.2.2 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:

16.2.3 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.

16.2.4 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 (by virtue of this stipulation) 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.

16.2.5 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.

16.2.6 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.

16.2.7 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.

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18. INTENTIONALLY LEFT BLANK

19. ENTIRE AGREEMENT

19.1 This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals, and representations, whether written or oral, 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.

20. FORCE MAJEURE

20.1 In the event that performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, unusually severe weather, epidemics or like acts of God, nuclear accidents, power blackouts, 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, 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.

20.2 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. Notwithstanding the provisions of Section 20.1 above, in no case shall a

Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

20.3 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.

21. FRAUD

21.1 The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. 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. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

22. HEADINGS

22.1 The headings and numbering of Sections and Parts in this Agreement are for convenience and identification only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

23. INTELLECTUAL PROPERTYERROR! BOOKMARK NOT DEFINED.

23.1 CLEC acknowledges that its right under this Agreement to interconnect with CenturyLink's network and to unbundle and/or combine CenturyLink's Unbundled Network Elements (including combining with CLEC's Network Elements) 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.

23.2 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.

23.3 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, UNEs, 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 Unbundled Network Element, product, service or facility to which such Additional Rights and Licenses relate until payment is made. In the event any Unbundled Network Element 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).

23.4 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.

23.5 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.

23.6 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.

23.7 Except as provided in Section 23.3 and/or Section 25.1, 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.

23.8 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.

24. LAW ENFORCEMENT

24.1 Except to the extent not available in connection with CenturyLink's operation of its own business, CenturyLink shall provide assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, twenty-four (24) hours per day, seven (7) days a week.

24.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process, 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.

24.3 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.

24.4 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.

24.5 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25. LIABILITY AND INDEMNIFICATION

25.1 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 (as hereinafter defined).

25.1.1 For purposes of this Section 25, "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 negligent or willful misconduct or omissions;

(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 wrongful disclosure of private or personal matters or material which is defamatory; 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 or the Indemnifying Party's use of any services or facilities obtained from or provided by the other Party under this Agreement;

(ii) any act or omission of the Indemnifying Party's customer(s) or End User(s) pertaining to the services or facilities provided under this Agreement;

(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)).

25.1.2 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.

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

25.2 Each Party shall indemnify the other Party from all Claims by the indemnifying Party's End Users pertaining to the services or facilities provided under this Agreement.

25.3 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, WHETHER EXPRESS OR IMPLIED, AS TO THE QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES AND PRODUCTS PROVIDED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE,. 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. NO REPRESENTATION OF STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTION OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

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

25.4.1 EXCEPT AS PROVIDED IN SECTION 25.4.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY 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.

25.4.2 The limitation of liability under Section 25.4.1 does not apply to the following:

a. Indemnification under Section 25. 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 24 of this Agreement;

k. Section 25.5.2 and/or Section 25.5.4 of this Agreement;

l. Section 35 of this Agreement; 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.

25.5 Miscellaneous Limitations. In addition to the general limitation of liability in this Section 25, the following shall also limit a Party's liability under this Agreement.

25.5.1 Inapplicability of Tariff Liability. Any general liability, as described in a Party's local exchange or other Tariffs, does not extend to the other Party, the other Party's End User(s), suppliers, agents, employees, or any other third parties. Liability of one Party to the other Party resulting from any and all causes arising out of services, facilities, UNEs 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,

25.5.2 CLEC Contracts. CLEC shall include language in its future contracts for services provided to third parties and its End Users using products, services, facilities or UNEs obtained from CenturyLink, provide that in no case shall CLEC's suppliers or contractors (including 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 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.

25.5.3 Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between a Party and any of the other Party's End Users, suppliers, agents, employees, or any other third parties.

25.5.4 No Liability for Errors. CenturyLink is not liable for mistakes in their respective 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).

25.5.5 CenturyLink shall be liable for damage to or destruction of CLEC's equipment and other Premises only if such damage or destruction is caused by CenturyLink's sole negligence or willful misconduct.

26. SUBCONTRACTORSERROR! BOOKMARK NOT DEFINED.

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

27. INSURANCE

27.1 During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any property is located, not less than the following insurance:

27.1.1 Commercial General Liability with limits of not less than $1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming CenturyLink as additional insured;

27.1.2 Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 combined single limit per accident for bodily injury and property damage liability, naming CenturyLink as additional insured;

27.1.3 Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than $500,000 per accident or disease;

27.1.4 Umbrella or excess liability in an amount not less than $5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming CenturyLink as additional insured; and

27.1.5 “All Risk” property insurance on a full replacement cost basis insuring CLEC’s property situated on or within the Property, naming CenturyLink as loss payee as their interests may appear. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that CenturyLink has no liability for loss of profit or revenues should an interruption of service occur.

27.2 Nothing contained in this Section shall limit CLEC's liability to CenturyLink to the limits of insurance certified or carried.

27.3 All policies required of CLEC shall contain evidence of the insurer’s waiver of the right of subrogation against CenturyLink for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that CenturyLink may carry.

27.4 CLEC shall furnish to CenturyLink a certificate or certificates of insurance, satisfactory in form and content to CenturyLink, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled without first giving at least thirty (30) Days prior written notice to CenturyLink.

28. NON-EXCLUSIVE REMEDIES

28.1 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled to under this Agreement or at law or in equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

29. RESERVATION OF RIGHTS

29.1 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 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, (c) 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 FCC, 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 FCC, 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.

30. NOTICES

30.1 Any notices required by or concerning 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; (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, or (d) on the date of an email, when such notices are sent to the addresses specified below.

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

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

With copy to CenturyLink at the address shown below:

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

CLEC at the address shown below:

New Horizon Communications Corp.

Glen E. Nelson, Vice President, Marketing & Business Development

420 Bedford Street Suite 250
Lexington, MA 02420
Email: gnelson@nhcgrp.com
Telephone: 781-290-4611

With copy to CLEC at the address shown below:
Lance Steinhart, Attorney at Law
1725 Windward Concourse, Suite 150
Alpharetta, GA 30005
Email: lsteinhart@telecomcounsel.com
Telephone: 770-232-9200

31. REFERENCES

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

32. RELATIONSHIP OF THE PARTIES

32.1 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.

32.2 Nothing in this Agreement shall make either Party or a Party's employee an 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.

32.3 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.

32.4 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 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.

32.5 Except as provided by Section 26, 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.

32.6 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.

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

32.8 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.

33. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

34. SURVIVAL

34.1 The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration 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, Section13), limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 25), 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, or termination of this Agreement, shall survive the expiration or termination of this Agreement.

35. TAXES/FEES

35.1 Any State or local excise, sales, or use taxes (defined in Sections 35.3 and 35.4) and fees/regulatory surcharges (defined in Section 35.5) 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.

35.2 Notwithstanding anything to the contrary contained herein, CLEC is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Term of this Agreement. 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 35 are subject to the indemnification provisions of Section 25, which, for purposes of this Section, serve to indemnify CenturyLink.

35.3 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.

35.4 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 a Party or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

35.5 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.

36. TERRITORY

36.1 This Agreement applies to the territory in which CenturyLink operates as an ILEC in the State. CenturyLink shall be obligated to provide services under this Agreement only within this territory.

36.2 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 Agreement.

37. THIRD-PARTY BENEFICIARIES

37.1 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 person or entity not a Party hereto (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) remedies, claims or rights of action 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.

38. USE OF SERVICE

38.1 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.

39. FEDERAL JURISDICTIONAL AREAS

39.1 To the extent that CenturyLink has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale and/or UNEs, such contracts will govern Telecommunications Services in areas or structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission, and the Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.

40. WAIVER

40.1 Waiver by either Party of any Default by the other Party shall not be deemed a waiver of any other Default. 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.

41. WITHDRAWAL OF SERVICES

41.1 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) Days prior written notice to CLEC.

42. TECHNOLOGY UPGRADES

42.1 Notwithstanding any other provision of this Agreement, CenturyLink may 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.

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ARTICLE III. IMPLEMENTATION

The terms of this Article address the requirements for the implementation of this Agreement between the Parties. Notwithstanding the above, to the extent permitted by Agreement terms and Applicable Law, any terms in this Article may be invoked or otherwise remain applicable subsequent to the initial implementation of this Agreement.

43. IMPLEMENTATION PLAN

43.1 This Agreement together with the Standard Practices and any Tariff terms incorporated herein by reference, set forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. To the extent not otherwise specified or incorporated by reference herein, the Parties agree to work cooperatively to identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

43.2 Dispute Resolution. If the Parties are unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section16.

44. SECURITY DEPOSIT

44.1 CenturyLink reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and Carrier will be considered in material breach of the Agreement.

44.2 Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to CenturyLink.

44.3 If a security deposit is required on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by CenturyLink of additional orders for service.

44.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by CenturyLink, or twice the most recent month's invoices from CenturyLink for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

44.5 The fact that a security deposit has been made in no way relieves CLEC from complying with CenturyLink's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of CenturyLink for the discontinuance of service for non-payment of any sums due CenturyLink.

44.6 CenturyLink may require an increase in the security deposit when (i) the amount of the deposit currently held by CenturyLink is less than two (2)

months' estimated billings, or (ii) when gross monthly billing has increased beyond the level initially used to determine the security deposit.

44.7 Any security deposit shall be held by CenturyLink as a guarantee of payment of any charges for services billed to CLEC pursuant to this Agreement or in connection with any other services provided to CLEC by CenturyLink. CenturyLink may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

44.7.1 when CLEC's undisputed balances due to CenturyLink are more than thirty (30) Days past due; and/or

44.7.2 to the extent permitted by Applicable Laws, when CLEC files for protection under the bankruptcy laws; and/or

44.7.3 to the extent permitted by Applicable Laws, when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days; and/or

44.7.4 when this Agreement expires or terminates; and/or

44.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank) fails to meet the terms, conditions, and requirements set forth below in this Section; and/or

44.7.6 CLEC fails to provide CenturyLink with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to CenturyLink hereunder.

44.8 If any security deposit held by CenturyLink is applied as a credit toward payment of CLEC's balances due to CenturyLink, then CenturyLink may require CLEC to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, CenturyLink may stop processing orders for service and CLEC will be considered in breach of the Agreement.

44.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.

44.10 Any letter of credit issued to CenturyLink hereunder must meet the following requirements:

44.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank) must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then CLEC must obtain the prior written approval by CenturyLink to use such bank as the Letter of Credit Bank.

44.10.2 The original letter of credit shall be in such form and on terms that are acceptable to CenturyLink and must include an automatic one-year renewal extension.

44.10.3 If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly give written notice to CenturyLink of such notice of non-renewal. Not later than ten (10) Business Days prior to the expiration of the letter of credit, CLEC shall provide CenturyLink a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to CenturyLink). If CLEC provides a replacement letter of credit not later than ten (10) Business Days prior to the expiration of the expiring letter of credit, then CenturyLink shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, CenturyLink will provide the original, expiring letter of credit to CLEC.

44.10.4 If CLEC desires to replace any letter of credit issued to CenturyLink hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

45. START-UP DOCUMENTATION

45.1 CLEC is required to submit to CenturyLink the “CLEC Profile,” and other required documentation, as described in the process on the CenturyLink Wholesale Website.

45.2 CLEC must represent and warrant to CenturyLink that it is a certified local provider of Telephone Exchange Service in the State prior to submitting orders or exchanging any traffic under this Agreement.

46. LETTER OF AUTHORIZATION (LOA)

46.1 To the extent CLEC has not previously done so, CLEC shall execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit the Party to view CPNI, such as pursuant to the submission of a Customer Service Record (CSR) Search order, prior to a request to change service providers.

46.2 Each Party’s access to CPNI of another Party’s End User 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 End User.

46.3 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.

46.4 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. Such documentation shall be kept in all cases, irrespective of whether or not the prospective subscriber ultimately changes local service providers. Such documentation shall be kept for the minimum period

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specified in 47 CFR §64.1120(a)(1)(ii).

46.5 For any prospective CLEC End User, CenturyLink shall provide CLEC with access to that subscriber's CPNI and Customer Service Records (CSRs) without requiring CLEC to produce an individually signed LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders, subject to applicable rules, orders, and decisions, and based on CLEC's blanket representation under the LOA that it has obtained authorization from each such prospective End User to obtain such CPNI, CSRs or submit such orders.

46.6 The provisioning of CPNI from CenturyLink to CLEC shall be accomplished through the preordering Electronic Interface.

46.7 In the event a subscriber complains or other reasonable grounds exist, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 CFR §64.1120 shall be made available to the other Party within thirty (30) days of a written request for such documents. Failure to produce proper documentation within thirty (30) Days of such request shall be considered a material breach of this Agreement. If a Party fails to provide proper documentation of permission obtained from prospective subscribers for at least ninety five percent (95%) of subscribers whose CPNI has been obtained from the other Party, and if such failure continues for over sixty (60) Days after written notice of the breach, then as an alternative to terminating this Agreement pursuant to Section 7.6 for an uncured Default, the other Party may discontinue processing new Service Orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the Defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Section 7.6 if an ongoing Default is not substantially rectified within sixty (60) Days written notice.

46.8 Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of this Agreement, and the Parties must attempt to resolve any dispute concerning the validity of subscriber authorizations prior to filing a formal complaint with the Commission provided however, that the sixty (60) Day waiting period for filing a Complaint under Section 16.2.4 shall not apply to such disputes. If a Party files a Complaint with the Commission to resolve any such dispute, then while such proceeding is pending the other Party shall not be entitled to exercise alternative remedy under Section 46.6 unless the Commission determines otherwise.

46.9 The cure period in Section 7.7 for material Defaults shall not affect either Party's obligation to comply with the requirements of 47 C.F.R. §64.1150 to give timely notice to the Commission and other carriers of any unauthorized carrier change, to remove any unpaid charges, and to submit proper documentation to the relevant governmental agency within thirty (30) Days.

46.10 CenturyLink will bill CLEC fifty dollars ($50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User back to the original LEC.

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ARTICLE IV. OPERATIONAL TERMS

47. STANDARD PRACTICES

47.1 Standard Practices may incorporate by reference various industry, OBF, and other standards referred to throughout this Agreement, which may be implemented to satisfy any CenturyLink obligations under this Agreement.

47.2 If CLEC desires notice of changes made to CenturyLink's Standard Practices, CLEC may make such a request during the Agreement implementation process or at any subsequent time during the term of this Agreement.

48. ESCALATION PROCEDURES

48.1 The Standard Practices outlines the escalation process which may be invoked at any point in the Service Ordering, Provisioning, and Maintenance processes to facilitate rapid and timely resolution of disputes.

49. INTENTIONALLY LEFT BLANK

50. CONTACT WITH END USERS

50.1 Each Party at all times shall be the primary contact and account control for all interactions with its End Users, unless otherwise agreed to by the Parties. End Users include active subscribers as well as those for whom Service Order installations are pending.

50.2 CenturyLink shall have no obligation, to accept a communication from a CLEC End User, including, but not limited to, a CLEC End User request for repair or maintenance of a CenturyLink service provided to CLEC.

50.3 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 its CenturyLink Website.

50.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall provide appropriate referrals to potential customers who inquire about the other Party's services or products. The Parties shall not in any way disparage or discriminate against the other Party or that other Party's products and services, and shall not solicit each others' customers during such inquiries, provided however, a Party can answer unsolicited customer questions about products and services of that Party.

50.5 The Parties will not use a request for End User information, order submission, or any other aspect of its processes or services to aid its retail marketing or sales efforts.

50.6 CenturyLink will provide training, on a non-discriminatory basis, for all CenturyLink employees who may communicate, either by telephone or face-to-face, with CLEC End Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home' notices.

50.7 CenturyLink will recognize CLEC as the Subscriber of Record for all Network

Elements or services for resale ordered by CLEC and will send all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide CenturyLink with addresses to which CenturyLink will send all such notices, invoices, and information.

51. CAPACITY PLANNING AND FORECASTS

51.1 Forecast Requirements for Interconnection

51.1.1 Within thirty (30) 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 Interconnection services. CenturyLink may delay processing CLEC Service Orders should CLEC not perform obligations as specified in this Section.

51.1.2 CLEC shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. CenturyLink shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLEC to CenturyLink twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting.

51.1.3 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in this Section.

51.2 Format and Content

51.2.1 Unless otherwise specified by CenturyLink, the forecasting forms located on the CenturyLink Wholesale Website will be used by CLEC for the requirements of this Section.

51.2.2 The joint planning process/negotiations should be completed within two (2) months of the initiation of such discussion.

51.2.3 Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

51.2.4 Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.

51.2.5 CLEC shall provide an updated trunk forecast when ordering or requesting additional trunks from CenturyLink anytime after the initial trunk implementation.

51.3 Responsibility of Parties

51.3.1 The Parties agree to abide by the following if a forecast cannot be agreed to: Local Interconnection Trunk Groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

a. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs.

b. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume exchanged between the Parties.

51.3.2 In addition to the joint trunk group forecasting established in Section 51.1, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

51.3.3 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 64.3.4 will be used in determining trunk group sizing requirements and forecasts.

51.3.4 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.

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

52. BONA FIDE REQUEST (BFR)

52.1 Through the BFR process, CLEC may request: (1) Interconnection or access to a Network Element CenturyLink is required to provide under Applicable Law, but such Interconnection or 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.

52.2 Notwithstanding anything to the contrary in this Agreement, CenturyLink shall only be required to provide or continue to provide Interconnection or UNEs and/or other arrangements and services that CenturyLink is otherwise obligated to provide under Applicable Law pursuant to the provisions of this Agreement, including the BFR process, if needed. While CenturyLink may permit CLEC to submit BFR requests for Interconnection or Network Elements, arrangements or services that CenturyLink is not obligated under Applicable Law to provide, CenturyLink is not required to provide such Interconnection or Network Elements, arrangements or services, and CenturyLink may elect or decline to provide same at its sole discretion.

52.3 Process

52.3.1 CLEC shall submit to CenturyLink a written BFR application (Request), in a form to be provided by CenturyLink and as published on CenturyLink's Website. The Request 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.

52.3.2 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 Table 1 to compensate CenturyLink for its costs to perform the analysis. CenturyLink shall have no 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.

52.3.3 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.

52.3.4 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. CenturyLink will advise CLEC of any additional information needed for a complete and accurate Request.

52.3.5 Except under extraordinary circumstances, within thirty (30) Days of its receipt of a complete and accurate Request, CenturyLink 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.

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52.3.6 CLEC may accept or reject CenturyLink's Preliminary Analysis, at its discretion. CLEC will provide written acceptance of the Preliminary Analysis to CenturyLink within thirty (30) Days of its receipt of the Preliminary Analysis or CLEC's Request will be deemed to be cancelled.

52.3.7 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) Days of receiving CLEC's written acceptance and authorization to the Preliminary Analysis.

52.3.8 The tentative availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within ninety (90) Days from the date it receives CLEC's written Final Acceptance as described below in Section 52.3.9. If CenturyLink cannot complete the BFR within ninety (90) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.

52.3.9 Within thirty (30) Days of receipt of the Final Quote, CLEC must either (i) confirm or cancel its Request in writing (Final Acceptance), or (ii) submit any disputed issues with the Final Quote for dispute resolution pursuant to Section 16. CLEC's written acceptance must include payment of one hundred percent (100%) of the quoted costs.

53. ORDERING AND PROVISIONING

53.1 National Exchange Access Center (NEAC)

53.1.1 CenturyLink shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Unbundled Network Elements, features, functions, and resale services.

53.1.2 The NEAC shall provide to CLEC a nationwide telephone number answered during its normal office hours by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of Unbundled Network Elements (except those associated with local trunking Interconnection), features, functions, capabilities, and resale services.

53.1.3 CenturyLink shall provide, as requested by CLEC, through the NEAC, provisioning and Premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during CenturyLink's standard business hours, unless the

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Parties agree otherwise.

53.2 National Access Service Center (NASC)

53.2.1 CenturyLink shall provide a NASC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of CenturyLink's Interconnection services.

53.3 Ordering and Provisioning

53.3.1 CenturyLink will provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide resale services, including the functions, features, and capabilities of such services, and Unbundled Network Elements. If CenturyLink deploys any enhanced electronic capability CenturyLink will notify CLEC of availability and CLEC shall use the processes for performing transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.

53.3.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until thirty (30) Days after the completion of all account establishment activities, including but not limited to, the documents and information subscribed in Section 45.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

53.3.3 Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed in accordance with CenturyLink's Standard Practices.

53.3.4 CenturyLink will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex Service Order charges pursuant to Tariff terms may apply.

53.3.5 Where Technically Feasible, the NEAC will coordinate support for all designed and/or complex services provided to CLEC.

53.3.6 To the extent required by Applicable Law, and upon request from CLEC, employing CenturyLink's LSR, CenturyLink will provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is Technically Feasible when requested by CLEC as a function of Unbundled Network Elements.

53.3.7 When ordering a resale service via an LSR Service Order,

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CLEC may order separate interLATA and Iintra LATA 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.

53.3.8 The standard Service Order charges as listed in the Table 1 of this Agreement shall apply to all orders.

53.4 Pre-qualification of Lines

53.4.1 CenturyLink will accept line pre-qualification requests as follows:

53.4.2 CLEC will submit a Line Pre-Qualification Request using the CenturyLink order submission process. Each order is limited to a maximum of seven (7) lines. Each line must be identified by the following:

a. Customer Telephone Number

b. Customer Address

c. Customer Name

53.4.3 CenturyLink will acknowledge receipt of the request or reject the request and give reasons therefore within twenty-four (24) Business Day hours. Within three (3) Days of receiving a complete and accurate request, CenturyLink will report by email the following data on the line(s): length of loop, number of load coils, and number of bridge taps.

53.4.4 CLEC shall pay the pre-qualification order price set forth in Table 1 for each submitted order.

53.4.5 Pre-qualification requests are submitted at CLEC's sole discretion. CenturyLink bears no liability for line quality or the ability of a line to meet CLEC's needs where CLEC has submitted an order without having the line pre-qualified.

53.5 Service Order Process Requirements

53.5.1 CenturyLink will accept orders for As-Is Transfer of services from CenturyLink to CLEC where CenturyLink is the End User's current local exchange carrier.

53.5.2 For resale of CenturyLink services CenturyLink shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.

53.5.3 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.

53.5.4 Subject only to any system limitation noted in CenturyLink's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are

for the same customer at a specific location.

53.5.5 In situations where CLEC has the use of the facilities (i.e., Local Loop) to a specific customer Premises, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and CenturyLink receives a good faith request for service from a customer at the same Premises or from another carrier with the appropriate customer authorization, the procedures below will apply.

53.5.6 CenturyLink will follow methods prescribed by the FCC and any applicable State regulation for carrier change verification.

53.5.7 Where CLEC is using a single facility to provide service to multiple End Users, CenturyLink will not disconnect that facility as a result of the following procedures.

53.5.8 When CLEC submits an order for an End User that is changing local service providers for existing service, and is not adding service (i.e., an additional line), CenturyLink will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.

53.5.9 When an order is submitted for an End User adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.

53.5.10 Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

53.5.11 CenturyLink shall provide unbranded intercept treatment and transfer of service announcements to CLEC's End Users. CenturyLink shall provide such treatment and transfer of service announcement in accordance with local Tariffs and as provided to similarly situated CenturyLink End Users for all service disconnects, suspensions, or transfers.

53.5.12 For services provided through UNEs, CenturyLink shall recognize CLEC as an agent, in accordance with OBF developed processes, for the End User in coordinating the disconnection of services provided by another CLEC or CenturyLink. In addition, CenturyLink and CLEC will work cooperatively to minimize service interruptions during the conversion.

53.6 Abandoned Service

53.6.1 Abandoned service occurs when an End User vacates Premises without notifying the local service provider and a new End User

moves into the vacated Premises and orders service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original End User has abandoned the service in place.

53.6.2 When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, CenturyLink shall notify local service provider that it has had a request for service at the Premises that is currently being served by CLEC.

53.6.3 If available to CenturyLink, CenturyLink shall include the name and address of the party receiving service at such Premises, but at a minimum shall provide local service address information.

53.6.4 If the local service provider does not respond within twenty-four (24) hours (excluding weekends and holidays) after receiving CenturyLink's notification or if local service provider responds relinquishing the facilities, CenturyLink shall be free to use the facilities in question and CenturyLink shall issue a disconnect order with respect to the service at that location. If local service provider responds stating that the service is working and should not be disconnected, CenturyLink will notify the carrier ordering service and request verification of the Premises or the submission of an order for an additional line.

53.7 Due Date

53.7.1 CenturyLink shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.

53.7.2 The ordering process and standard provisioning intervals applicable to resale services and unbundled Network Elements are set forth on the CenturyLink Website, and such process and intervals shall apply.

53.7.3 CenturyLink shall use reasonable efforts to complete orders by CLEC requested due date within agreed upon intervals.

53.8 Coordination Requests

53.8.1 CenturyLink will provide ordering and provisioning coordination services during the business hours specified on its Website, through the NEAC, at the charges specified in Table1.

53.8.2 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, CenturyLink and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date, and will be dependent upon the availability of CenturyLink resources.

53.8.3 Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or CenturyLink holidays shall be performed at CLEC's request and expense. Coordination requests outside of normal business hours/weekends will incur additional charges.

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53.8.4 CenturyLink will perform all of its standard pre-service testing prior to the completion of the Service Order. Subject to the terms of this Agreement, 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.

53.8.5 Upon CLEC's request, CenturyLink shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable.

53.8.6 Upon completion of the requests submitted by CLEC, CenturyLink shall provide to CLEC a completion notification.

53.9 Subscriber Premises Inspections and Installations

53.9.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation Point/NID, located at the subscriber Premises.

53.10 Firm Order Confirmation (FOC)

53.10.1 CenturyLink shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

53.10.2 For a revised FOC, CenturyLink shall provide standard detail as defined by the OBF standards.

53.10.3 CenturyLink shall provide to CLEC the date that service is scheduled to be installed.

53.11 Order Rejections

53.11.1 CenturyLink shall reject and return to CLEC any order that CenturyLink cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval.

53.11.2 When an order is rejected, CenturyLink will, in its reject notification, describe the existing reasons for which the order was rejected.

53.12 Service Order Charges

53.12.1 If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, CenturyLink will provide CLEC an estimate of additional labor hours and/or materials.

53.12.2 If a CLEC End User requests a change, CenturyLink, will, at that time, direct the CLEC subscriber to contact CLEC, and CLEC should initiate a new Service Order to have additional work performed.

53.12.3 When an End User changes or withdraws authorization, each

Party shall release customer-specific facilities and/or cancel orders in progress in accordance with the End User's direction or the direction of the End User's authorized agent.

53.13 Expedites

53.13.1 If expedited service is requested, CLEC will populate the "Expedite" and "Expedite Reason" fields on the LSR. 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 on Table 1, will apply.

53.13.2 CenturyLink will not accept expedite requests for LNP orders.

53.14 Number Administration/Number Reservation

53.14.1 CenturyLink shall provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC. When CLEC uses numbers from a CenturyLink NXX, CenturyLink shall provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs shall remain CenturyLink's responsibility.

53.14.2 In conjunction with an order for service, CenturyLink shall accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID, Centrex, and Hunting arrangements, as requested by CLEC.

53.14.3 Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

53.14.4 CenturyLink shall provide testing and loading of CLEC's NXX on the same basis as CenturyLink provides itself or its Affiliates.

53.15 Cancellations

53.15.1 CenturyLink may cancel orders for service that have had no activity within thirty-one (31) consecutive Days after the original service request 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.

53.16 Discontinuance of Service (Snap-back Provision)

53.16.1 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) Days prior to its discontinuation of service.

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

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

53.17 Nothing in this Section shall limit CenturyLink's right to cancel or terminate this Agreement under Section 7 and Section 53.15 or to suspend provision of services under Section 9 of this Agreement.

54. UNIVERSAL SERVICE FUND

54.1 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 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 purposes of calculating and reporting FUSC contributions, and CenturyLink shall be entitled to recover from CLEC the resulting FUSF contributions attributable to such revenues, in accordance with Applicable Law.

54.2 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.

54.2.1 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 25, which, for purposes of this Section, serve to indemnify CenturyLink.

55. BILLING AND PAYMENTS/DISPUTED AMOUNTS

55.1 In consideration of the services provided by CenturyLink under this Agreement, CLEC shall pay the charges set forth in this Agreement, subject to change in law and to the dispute provisions provided herein. CenturyLink may limit or modify the form(s) of payment that will be accepted from time to time. CenturyLink will not accept card payments (e.g., credit/debit/ATM cards) or any form of payment that reduces the net amount received by CenturyLink.

55.2 CLEC must choose a primary media option for invoices. If no bill media option is selected, the primary will default to paper. The primary media option is provided at no charge. If a second media option is chosen, then an applicable charge will be assessed at the rate reflected in CenturyLink's appropriate FCC Tariff. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies. The procedures and limitations governing bill media, including the availability of secondary media and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide.

55.3 Recurring Charges, other than Usage Charges, for Telecommunications Services provided hereunder are applied on a monthly basis. For billing and crediting purposes, a month is presumed to have thirty (30) days, regardless of the actual Days in a given month.

55.4 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.

55.5 To the extent that CLEC orders blocking, CLEC is responsible for blocking charges. If blocking services are not ordered, CLEC will be responsible for all charges for 700, 900, and 976 services, or other services of similar type made by CLECs End Users.

55.6 Billing Specifications

55.6.1 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).

55.6.2 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.

55.6.3 MOUs 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,

55.6.4 Each Party shall calculate terminating MOUs based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure

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minutes terminating on its network where Technically Feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

55.7 Billing for Access Services will be 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). The Parties will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate initial and subsequent billing cycles. CenturyLink will provide CLEC the appropriate records to bill Exchange Access charges to the IXC. CenturyLink will capture records for inward terminating calls and send them to CLEC, as appropriate, via CenturyLink's standard processes. Upon CenturyLink's request, CLEC will provide CenturyLink the appropriate records to bill Switched Access Service charges to IXCs. CLEC will capture records for inward terminating calls and send them to CenturyLink, as appropriate, in an agreed upon process.

55.8 Upon request by CLEC and to the extent CenturyLink is providing call records for Transit Traffic to other terminating providers served by the same Tandem, CenturyLink will also provide such records to CLEC.

55.9 CenturyLink will bill CLEC for message provisioning and, if applicable, data tape charges related to Exchange Access traffic and Transit Traffic records. CenturyLink will bill CLEC for the records at the rates on Table 1. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.

55.10 The Parties will bill each other in a timely manner. Except for billing pursuant to a Section 16 Dispute Resolution process determination, neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services under this Agreement that were provided more than twenty-four (24) months prior to the applicable most recent Bill Date, unless a longer period is warranted as a result of fraud, concealment or other similar circumstances.

55.11 Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement shall be in immediately available U.S. funds, and shall be due by the Bill Due Date.

55.12 If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment is due by the next Business Day. Payments may be transmitted by electronic funds transfer.

55.13 If any undisputed amount due is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess a late payment charge on the past due balance. The billed Party agrees to pay, a late payment charge equal to one and one-half percent (1.5%) 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.

55.14 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

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notice to the billing Party of the amounts it disputes (Disputed Amounts) and shall include in such notice specific details and reasons for disputing each item. Any written notice of a billing dispute by CLEC shall be submitted by CLEC in accordance with the process for submitting billing dispute claims set forth on the CenturyLink Website. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to dispute a billed amount before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the Bill Due Date. The billed Party may not withhold payment of billed amounts past the Bill Due Date pending a later filing of a dispute, but must pay all billed amounts 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. The withholding of payment for Disputed Amounts shall not absolve the billed Party of ongoing late payment charges should the dispute be resolved in favor of the billed Party. 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 escalating the billing dispute pursuant to Section 16.2.3.

55.14.1 Payment of billed amounts that are subsequently disputed or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of a Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid.

55.14.2 If a disputed charge is resolved in favor of the billed Party, the Parties shall cooperate to ensure that the billing Party credits 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 and/or paid with respect thereto within ten (10) business after the resolution of the billing dispute.

55.14.3 If a dispute is resolved in favor of the billing Party, the billed Party shall pay the invoice for that portion of the Disputed Amount resolved in favor of the billing Party, together with any late payment charges associated with the non-payment of the validated billing. Payment shall be due no later than the next Bill Due Date after the resolution of the billing dispute.

55.14.4 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, either Party may give written notice to the other Party exercising the right to escalate the dispute pursuant to Section 16.2.3. For purposes of this Section, non-resolution occurs when neither Party agrees whether the billing is incorrect or correct; i.e., when the billing Party has issued neither a correction nor a denial.

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55.14.5 If the Parties cannot resolve the dispute within ninety (90) Days of the billed Party providing written notice to the billing Party of such Disputed Amounts, and if the Billed Party does not provide written notice of escalation of the dispute within such timeframe, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount and all withheld amounts, including accumulated late payment charges for the billed amounts, becomes immediately due.

55.14.6 Notwithstanding Sections 55.14.4 and 55.14.5, if the billing Party provides written notice to the billed Party that a billing dispute has been denied, stating the grounds for such determination, then the billed Party shall have thirty (30) Days in which to either pay the Disputed Amounts or to give written notice to the other Party exercising the right to escalate the dispute pursuant to Section 16.2.3 Such notice may be accompanied by any additional, relevant materials submitted by CLEC. If the billed Party fails to give written notice exercising the right to escalate the dispute within the thirty (30) Days of the notice date of the written denial of a dispute, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amounts and all withheld amounts, including accumulated late payment charges for the billed amounts, become immediately due.

55.14.7 Failure by the billed Party to give written notice exercising the right to escalate a dispute pursuant to Section 16.2.3 following a notice of denial under Section 55.14.6 shall also preclude the Party from thereafter requesting an escalation of the same dispute under Section 16.2.3.

55.14.8 Failure by the billed Party to make a timely response to a notice of denial under Section 55.14.6 shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with this Section 55.

55.15 A billing dispute which has been resolved by a written settlement agreement between the Parties may not be resubmitted under the dispute resolution process.

55.16 Effect of Non-Payment

55.16.1 If the billed Party does not pay all undisputed charges by the Bill Due Date, the billing Party may discontinue processing orders for services provided under this Agreement and may invoke the Default provisions of Section 7.6 on or after the tenth (10th) Day following the Bill Due Date provided the billing Party notifies the other Party in writing, via email or certified mail, at least five (5) Days prior to discontinuing the processing of orders. If the billing Party continues to accept additional orders for service(s) after 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. 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. 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 44. 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.

55.16.2 Notwithstanding Section 55.16.1 above, if the billed Party does not pay 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 on or after the thirtieth (30th) day following the Bill Due Date after providing 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 pursuant to Section 55.16.1 so long as the appropriate dates for each consequence are listed therein. If the services are disconnected and the billed Party subsequently pays all 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. 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 44. 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.

55.16.3 Notwithstanding Sections 55.16.1 and 55.16.2 above, if the billing Party is forced to undertake collection efforts for undisputed, Defaulted or post-termination amounts outstanding or for Disputed Amounts that have been resolved in the billing Party's favor, the billed Party is liable for reimbursement to the billing Party for any and all costs associated with the collection of such a debt, including but not limited to collection agency fees and legal fees.

56. AUDITS

56.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party) may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

56.2 Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

56.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.

56.4 Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 55.12 above.

56.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such

right and is delivered to the other Party in a manner sanctioned by this Agreement.

56.6 On thirty (30) 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. These audits may encompass all traffic or any subset type of traffic at the initiator's option.

56.7 This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

57. CENTURYLINK OSS INFORMATION

57.1 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.

57.2 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.

57.2.1 CLEC shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 13.

57.2.2 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 57.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 57.2.3 below.

57.2.3 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 13 and Sections 57.2.1 and 57.2.2 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.

57.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to Sections 7, 55 and 57.7.1 below), CLEC's access to, and use of, CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.

57.3.1 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.

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57.3.2 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, to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement.

57.3.3 Information obtained by CenturyLink pursuant to this Section 57 shall be treated by CenturyLink as Confidential Information of CLEC pursuant to Section 13; provided that, CenturyLink shall have the right to use and disclose information pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.

57.3.4 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.

57.3.5 All practices and procedures for access to and use of CenturyLink OSS including all access and user identification codes shall remain the property of CenturyLink.

57.4 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 End Users provided by Applicable Law.

57.5 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 a material breach of this Agreement.

57.6 CenturyLink will provide CLEC with access to documentation and user manuals that set forth the methods and procedures to utilize CenturyLink's OSS service. 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's OSS services in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in this Article.

57.7 Liabilities And Remedies

57.7.1 If CLEC or an employee, agent or contractor of CLEC, at any time breaches a provision of this Section 57 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 services granted by Section 57.1 above and/or the provision of CenturyLink OSS services, in whole or in part.

57.7.2 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 57.7.1, 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.

57.7.3 Any breach of any provision of this Article by any employee, agent, or contractor of CLEC shall be deemed a breach by CLEC.

57.8 Cooperation

57.8.1 CLEC, at CLEC's expense, shall reasonably cooperate with CenturyLink in using CenturyLink OSS Services. Such cooperation shall include, but not be limited to, the following:

57.8.2 CLEC shall reasonably cooperate with CenturyLink in submitting orders for CenturyLink Telecommunications Services and otherwise using the CenturyLink OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyLink OSS Services.

57.8.3 Upon CenturyLink's request, CLEC shall participate in reasonable cooperative testing of CenturyLink OSS Services and shall provide reasonable assistance to CenturyLink in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyLink OSS Services.

57.9 Future Enhancements To CenturyLink OSS Facilities

57.9.1 Subject to the requirements of Applicable Law, the specific OSS and OSS access method(s) offered will be determined by CenturyLink and may be changed by CenturyLink without the consent of CLEC.

57.9.2 If CenturyLink makes enhancements to the existing OSS, the Parties agree that to the extent practicable, CLEC will use the enhanced OSS and specified OSS access method(s). CenturyLink may at its option discontinue any OSS or OSS access method that an enhancement has been designed to replace.

58. PROVISION OF USAGE DATA

58.1 Recorded Usage Data includes, but is not limited to, the following categories of information:

58.1.1 Use of CLASS/LASS/Custom Calling Features that CenturyLink records and bills for its End Users on a per usage basis.

58.1.2 Calls to Directory Assistance where CenturyLink provides such service to a CLEC End User.

58.1.3 Calls completed via CenturyLink provided Operator Services where CenturyLink provides such service to CLEC's local service End User and where CenturyLink records such usage for

its End Users using Industry Standard Telcordia EMI billing records.

58.1.4 Access records related to long distance calling.

58.1.5 CenturyLink -provided Centrex Service, station level detail.

58.2 This Section sets forth the terms and conditions for CenturyLink's provision of Recorded Usage Data for information exchange regarding long distance and access billing. To the extent Technically Feasible, each Party shall record all call detail information associated with completed long distance and access calls originated by or terminated by such Party, and long distance calls transited through such Party's network to the terminating provider to the same extent that such Party records such data for its End Users and records for billing of Interexchange carriers. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. The procedures and limitations governing bill media, including the availability of secondary media, which are used to transmit the records, and Bill Media Request Forms, are set forth in CenturyLink's Bill Media Guide. These records shall be transmitted to the other Party on non-holiday Business Days. CenturyLink and CLEC agree that they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least forty-five (45) Days after transmission to the other Party.

58.3 Except as stated in the preceding Section, 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.

58.4 General Procedures

58.4.1 CenturyLink shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) Day period, CenturyLink shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) Day period has expired, CenturyLink may provide the data back-up at CLEC's expense.

58.4.2 CenturyLink shall provide to CLEC, Recorded Usage Data for CLEC End Users. CenturyLink shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

58.4.3 CenturyLink shall not bill directly to CLEC End Users any recurring or non-recurring charges for CLEC's services to the End User except where explicitly permitted to do so within a written agreement between CenturyLink and CLEC.

58.4.4 CenturyLink shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

58.4.5 CenturyLink shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

58.5 Charges

58.5.1 Access Services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of CenturyLink and CenturyLink shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

58.5.2 CenturyLink will deliver one monthly statement for Usage Data Billing Services in the medium selected by CLEC in the start-up process.

a. Invoices will be provided in a standard Carrier Access Billing format or other such format as CenturyLink may determine;

b. Where local usage charges apply and message detail is created to support available services, CLEC will pay CenturyLink for providing such call detail;

c. The Parties will work cooperatively to exchange information to facilitate the billing of Incollect/Outcollect and inter/intra-region alternately billed messages. CenturyLink shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

d. CenturyLink shall bill for message provisioning and the provision of usage records.

58.6 Other Billed Charges. CLEC is responsible for all charges incurred by CLEC's End Users.

58.7 Lost Data

58.7.1 Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by CenturyLink in its performance of the recording function shall be recovered by CenturyLink at no charge to CLEC. In the event the data cannot be recovered by CenturyLink, CenturyLink shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by CenturyLink and CLEC. This estimate shall be used to adjust amounts CLEC owes CenturyLink for services CenturyLink provides in conjunction with the provision of Recorded Usage Data.

58.7.2 Partial Loss. CenturyLink shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in this Section. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The

amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

58.7.3 Complete Loss. When CenturyLink is unable to recover data as discussed in this Section, estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, demagnetized before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

58.7.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, CenturyLink shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. CenturyLink shall apply the appropriate average revenue per message (ARPM) agreed to by CLEC and CenturyLink to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

58.7.5 If the day of loss is not a holiday but one (1) or more of the preceding corresponding days is a holiday, CenturyLink shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

58.7.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), CenturyLink shall use volumes from the two (2) preceding Sundays.

58.7.7 If the loss occurs on Mother's Day or Christmas Day, CenturyLink shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

58.8 Testing, Changes and Controls

58.8.1 The Recorded Usage Data format, content, and transmission process shall be tested as agreed upon by CLEC and CenturyLink.

58.8.2 Control procedures for all usage transferred between CenturyLink and CLEC shall be available for periodic review and errors must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and CenturyLink.

58.9 CLEC Requested Changes

58.9.1 CLEC may submit a request to negotiate and pay for changes in the content and format of the usage data transmitted by

CenturyLink.

58.9.2 When the negotiated changes are to be implemented, CLEC and/or CenturyLink shall arrange for testing of the modified data.

58.10 Rejected Recorded Usage Data

58.10.1 Upon agreement between CLEC and CenturyLink, messages that cannot be rated and/or billed by CLEC may be returned to CenturyLink in their original format.

58.10.2 CenturyLink may correct and resubmit to CLEC any messages returned to CenturyLink. CenturyLink will not be liable for any records determined by CenturyLink to be billable to a CLEC End User. CLEC will not return a message that has been corrected and resubmitted by CenturyLink. CenturyLink will only assume liability for errors and unguideables caused by CenturyLink.

58.10.3 All practices and procedures for access to and use of CenturyLink OSS including all access and user identification codes shall remain the property of CenturyLink.

58.11 Data Validation Files

58.11.1 Upon request, CenturyLink will provide CLEC with any of the following Data Validation Files at the rates identified in Table 1. At CenturyLink's option, the files will be provided via downloadable, email, or other electronic format:

a. MSAG

b. Feature/Service Availability by Switch

c. Directory Names

d. Class of Service Codes

e. Community Names

f. Yellow Page Headings

g. PIC/LPIC (InterLATA/IntraLATA)

58.11.2 CLEC may obtain a data validation file not more than once per quarter.

58.12 Usage Recording for Resold Services

58.12.1 CenturyLink shall record all usage originating from CLEC End Users using resold services ordered by CLEC, where CenturyLink records those same services for CenturyLink End Users.

59. CENTURYLINK ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS

59.1 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) 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 in the manner required by Applicable Law.

59.2 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 at terms no less favorable than CenturyLink provides to CLEC, to permit CenturyLink to obtain information related to CLEC End Users (as authorized by the applicable CLEC), 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.

60. NETWORK MANAGEMENT

60.1 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) for network management purposes. In addition, the Parties will 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.

60.2 The Parties will employ characteristics and methods of operation that will not interfere with or impair the Parties' networks, or the network of any third parties or Affiliated companies, connected with or involved directly in the network or facilities of CenturyLink.

60.3 CLEC shall not interfere with or impair service over any circuits, facilities or equipment of CenturyLink, its Affiliated companies, or its connecting and concurring carriers.

60.4 If CLEC causes any impairment or interference, 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 or interference. If CLEC is unable to promptly remedy, then CenturyLink may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the impairment is remedied.

60.5 Any violation of Applicable Law or regulation regarding the invasion of privacy of any communications carried over CenturyLink's facilities, or that creates hazards to the employees of CenturyLink or to the public, is also considered an impairment of service.

60.6 CenturyLink shall give advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by CenturyLink on any Network Element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised CenturyLink may potentially impact CLEC End Users.

60.7 The Parties shall provide notice of network changes and upgrades in accordance with 47 C.F.R. §§51.325 through 51.335. CenturyLink may discontinue any Interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. CenturyLink agrees to cooperate with CLEC and/or the appropriate regulatory

body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

61. MAINTENANCE AND REPAIR

61.1 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. Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request.

61.2 CenturyLink shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that CenturyLink is able to test, in accordance with the terms and conditions of this Agreement.

61.3 During the term of this Agreement, CenturyLink shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. CenturyLink shall provide CLEC with maintenance support at Parity.

61.3.1 For purposes of service restoral, CenturyLink shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with CenturyLink's treatment of its own End Users and applicable State law or regulation, if any.

61.4 CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.

61.5 All CenturyLink employees or contractors who perform repair service for CLEC End Users shall follow CenturyLink standard procedures in all their communications with CLEC End Users. These procedures and protocols shall ensure that.

61.5.1 CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink End Users; and

61.5.2 Trouble calls from CLEC shall receive response time priority that is equal to that of CenturyLink End Users and shall be handled on a "first come first served" basis regardless of whether the End User is a CLEC End User or a CenturyLink End User.

61.6 On all misdirected calls from CLEC End Users requesting repair, CenturyLink shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point, then CLEC will bear the cost.

62. EXPENSES

62.1 If CenturyLink provides services or facilities to CLEC that involves expenditures or costs not otherwise covered under this Agreement, CenturyLink will provide a quote to CLEC for the rate or amount to be

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charged to CLEC for the provision of such services or facilities, which shall reflect the costs and expenditures of CenturyLink, including any labor costs, overhead and fixed charges, and which may include a reasonable contribution to CenturyLink's common costs. Following the issuance of such quote, CenturyLink shall be entitled to reimbursement for any such services or facilities previously provided to CLEC at the rates or amounts set forth in such quote, and CenturyLink shall not have any obligation to provide or continue providing any such services or facilities to CLEC until CLEC has confirmed its agreement, in writing, to compensate CenturyLink for such services and facilities at quoted rate or amounts.

62.2 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.

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ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC

63. SERVICES COVERED

63.1 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, routing and termination of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, Local and Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for traffic consisting of wireline to wireline communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.

63.1.1 This Article governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic and Transit Traffic between CenturyLink and CLEC.

63.1.2 The Parties shall use separate two-way Feature Group D trunks for the exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll Traffic, (other than IntraLATA LEC Toll Traffic, Toll VoIP-PSTN or Jointly Provided Switched Access Traffic), and such trunks shall be ordered out of and subject to the applicable access Tariffs.

63.1.3 In the event CLEC routes any traffic to CenturyLink in violation of this Agreement, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at access rates irrespective of whether a different rate might apply to such traffic if CLEC had negotiated appropriate arrangements for exchanging such traffic with CenturyLink.

63.1.4 Each Party is solely responsible for the services it provides to its End Users and to other providers.

64. NETWORK INTERCONNECTION METHODS

64.1 This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the Interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.

64.2 CenturyLink shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Local Traffic and IntraLATA LEC Toll Traffic , at a level of quality equal to that which CenturyLink provides to itself and Affiliates and on rates, terms and conditions that are just, reasonable and non-discriminatory.

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64.3 Physical Architecture

64.3.1 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 Local Calling Area. The physical architecture plan will be discussed during joint implementation planning. CLEC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection Facilities between CLEC switch(es) and CenturyLink's End Office Switch(es) and/or Tandem Switch(es). The physical architecture plan will be in accordance with Forecasting and Planning requirements in Article IV.

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

64.3.3 Each Party is solely responsible for the facilities that carry OS/DA, 911 or Mass Calling for their respective End Users. Separate trunks ordered via ASRs at Tariffed rates must be utilized for connecting CLEC's switch(es) to each of these services.

64.3.4 Trunk requirements for forecasting and servicing shall be based on an overall blocking objective of one percent (1%) during the average time-consistent busy hour, as defined by standard trunk traffic engineering principles. For the final trunk groups between a CLEC End Office and a CenturyLink End Offices, direct trunk groups are to be engineered with a blocking objective of one percent (1%). Trunks to access Tandems carrying Jointly Provided Switched Access Traffic and all other Tandem trunk groups are to be engineered with a blocking objective of one-half percent (0.5%).

64.4 Points of Interconnection (POIs)

64.4.1 CLEC must establish a minimum of one POI on CenturyLink's network within each LATA in accordance with the terms of this Agreement. CLEC shall establish additional POIs under the following circumstances:

a. CLEC must establish a POI at each Tandem Switch in the LATA where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 63.1 with CenturyLink or where it has established codes within that Tandem serving area.

b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a POI at a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 64.4.2.

c. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem based on the thresholds as set forth in Section 64.4.2 being met.

d. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CLEC must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) any types of traffic which are permitted under Section 63.1with CenturyLink.

e. CLEC may be required to establish additional POIs to comply with the limitations on porting to carriers having facilities or numbering resources in the same Rate Center, or to carriers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, pursuant to Section 90.2.

64.4.2 POI Thresholds

a. When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and Remote End Offices, any traffic from Remote End Offices will be included in the MOU determination of the traffic from the host End Office.

b. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the Tandem owner exceed five hundred dollars ($500.00) for one month, CLEC must establish a POI with CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days.

64.4.3 The Parties may mutually agree to establish additional POIs even where none of the conditions set forth in Sections 64.4.1 and 64.4.2 of this Article has occurred.

64.4.4 CLEC will be responsible for engineering and maintaining its network on its side of a POI. CenturyLink will be responsible for engineering and maintaining its network on its side of a POI. The Parties may utilize any Network Interconnection Method described in this Section 64. Each Party is responsible for the

appropriate sizing, operation, and maintenance of the transport facility to a POI.

64.4.5 Provided that CLEC chooses a method of Interconnection in Section 64.5.1, 64.5.3 or 64.5.4, each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined in Section 64.5. When CLEC uses the BFR process to establish a POI, the CLEC shall bear all reasonable costs associated with transport on both sides of the physical point where the two networks connect to reach CenturyLink's End Office/host office or Tandem Switch

64.4.6 CLEC shall be required to establish a CLLI Code for the message/trunk ACTL, at the CenturyLink Tandem or End Office Switch where the POI is located.

64.4.7 If CLEC is acting as an IXC and as a competitive local exchange carrier, CLEC must have a unique Operating Company Number (OCN) when ordering as CLEC entity. When CLEC orders IXC Feature Group D Switched Access Services, the access Tariff applies.

64.5 Network Interconnection Methods for Direct Interconnection

64.5.1 Leased Facility

a. Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch or other CLEC Premises within CenturyLink's applicable serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for Unbundled Network Elements, or in a manner inconsistent with the requirements of Section 63.1. CenturyLink's special Access Service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8(a)2. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8(a)3. CLEC may also lease access facilities from a third party.

b. To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection (POI) through

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Collocation arrangements offered by CenturyLink pursuant to this Agreement, a separate Collocation agreement, or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available.

64.5.2 Mid Span Fiber Meet.

a. The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:

1. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and Technically Feasible point between CenturyLink's Serving Wire Center End Office and CLEC's Premises, and will be within the area served by the CenturyLink Serving Wire Center.

2. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each Party and the ability to control the environment.

3. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.

4. CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties.

5. CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other Trunk ACTL required for the trunks in this Agreement.

6 The Mid Span Fiber Meet will be used exclusively as an Interconnection Facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.

64.5.3 Third Party ILEC Meet Point using Leased Facilities. If CLEC's location is in a third party ILEC's territory and CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased switched access facilities jointly provisioned by CenturyLink and such third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's access Tariff.

64.5.4 Self-Provisioned. CLEC may construct or otherwise self-provision Interconnection Facilities.

64.5.5 The parties may establish other Technically Feasible methods of Interconnection via the BFR process unless a particular arrangement has

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been previously provided to a third party, or is offered by CenturyLink as a product. Such other methods may require this Agreement to be amended.64.6 Direct Interconnection at the CenturyLink Tandem

64.6.1 Subject to Section 64.4, Interconnection to a CenturyLink Tandem Switch will provide CLEC local Interconnection to the CenturyLink End Offices, Remote Offices and NXXs which subtend that Tandem Switch.

64.6.2 In accordance with Section 67, Interconnection to a CenturyLink Tandem for Transit Traffic purposes will provide access to Telecommunications Carriers which are connected to that same Tandem Switch.

64.6.3 CLEC is responsible for provisioning its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's Access Services for this, the CLEC shall pay based on CenturyLink's applicable access Tariff instead of Table 1.

64.7 Direct Interconnection at the CenturyLink End Office

64.7.1 Interconnection to a CenturyLink End Office Switch will provide CLEC local Interconnection to the CenturyLink NXX codes served by that End Office Switch and any CenturyLink NXXs served by Remote Switches that subtend that host End Office Switch. However, CLEC may not directly connect to a Remote Switch nor can a Remote Switch be a POI.

64.7.2 CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC uses CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's Access Services for this, the CLEC shall pay based on CenturyLink's applicable access Tariff instead of Table 1.

64.8 Indirect Network Connection

64.8.1 For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's Tandem switch both provides the intermediary Transit Service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic associated with CLEC "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Connection 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 POI

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thresholds set forth in Section 64.4.2 have been reached.

64.8.2 Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic IntraLATA LEC Toll Traffic and VoIP-PSTN Traffic to and receiving such traffic at the ILEC Tandem serving the CenturyLink End Office. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the Transit Services. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem.

64.8.3 If CLEC has not established a POI within thirty (30) Days after notification from CenturyLink that CLEC has exceeded the POI Threshold in Sections 64.4.2, CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier after the thirty (30) Day period for traffic originated by CenturyLink. CLEC will also reimburse CenturyLink for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.

64.8.4 To the extent a Party combines Local Traffic, IntraLATA LEC Toll Traffic, Toll VoIP-PSTN Traffic and Jointly Provided Switched Access Service Traffic on a single trunk group for indirect delivery through a third party's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details.

a. Such PLUs will be verifiable with either call summary records, call detail samples, or traffic study documentation. The terminating Party should apportion per Minute Of Use (MOU) charges appropriately.

65. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS

65.1 This Section sets forth certain signaling requirements and the terms and conditions for Interconnection provided by CenturyLink and CLEC and provides descriptions of the trunking requirements between CLEC and CenturyLink. This Section describes the required and optional trunk groups for Local and Mass Calling.

65.2 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC's ICC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) 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 than 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. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

65.3 The Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, except for Toll VoIP-PSTN Traffic, IntraLATA LEC Toll Traffic and Jointly Provided Switched Access Service Traffic (as defined by MECAB and MECOD) and such trunks shall be ordered out of and subject to the applicable access Tariffs. In the event CLEC routes any traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rates applicable to intrastate access traffic.

65.4 One Way and Two Way Trunk Groups.

65.4.1 The Parties agree to establish bi-directional two-way trunk groups for Local Traffic, Transit Traffic, VoIP-PSTN Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC and separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize 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.

65.4.2 Bi-directional two-way trunking for Local Traffic, Transit Traffic, VoIP-PSTN Traffic, IntraLATA LEC Toll Traffic, and Jointly Provided Switched Access Traffic will be jointly provisioned and maintained,.

65.4.3 The costs associated with transporting Information Service Traffic to CLEC shall be the sole responsibility of CLEC. CenturyLink is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements solely for the delivery of Information Service Traffic. Facilities for Information Service Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.

65.4.4 For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. CLEC will also use ASRs to request or make necessary changes in trunking.

65.4.5 With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:

a. The Parties understand that conversion of trunking

arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").

b. The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements.

65.4.6 Separate ancillary trunk groups may be established based on billing, signaling, and network requirements, and will be purchased from the applicable Tariff.

a. Ancillary trunk groups will utilize SS7 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.

b. Separate trunk groups may be required by CenturyLink for certain traffic types including, but not limited to:

1. 911/E911 Trunks;

2. Mass Calling Trunks, if applicable; and

3. Toll Free Service trunks where CLEC provides such service to its End User customers.

65.5 Trunk Groups

65.5.1 CLEC shall provide all SS7 signaling information pursuant to Signaling Parameters Section 65.2. For terminating Jointly Provided Switched Access, CenturyLink will pass all SS7 signaling information including, without limitation, any CPN and JIP received from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, 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 Network Operations Forum (NOF) adopted standards and all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

65.5.2 CLEC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types.

a. Any Local Traffic routed over Switched Access Service trunks will be billed the intrastate terminating access rate. Neither Party shall route Switched Access Service traffic over Local Interconnection Trunks.

b. Each Party shall only deliver traffic over the Local

Interconnection Trunk Groups to the other Party's Tandem or End Office for those NXX Codes served by that Tandem or End Office as applicable in accordance with the LERG.

65.6 Trunk Servicing

65.6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an ASR. CLEC will have administrative control for the purpose of issuing ASR's on both two-way and one-way trunk groups. Parties will jointly manage the capacity of Local Interconnection Trunk Groups.

65.6.2 Should CLEC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard set forth in Section 64.3.4. 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.

65.6.3 Utilization shall be defined as 'trunks required' as a percentage of trunks in service. Trunks required shall be determined using design utilization criteria stated in Section 65.3.4..

65.6.4 Underutilization: Underutilization of Interconnection Trunks and facilities exists when provisioned capacity of trunks in service for more than six (6) months 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 will be handled in the following manner:

a. If a final trunk group is under seventy-five percent (75%) of CCS capacity or a high usage trunk group is under 90% 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 POI requirements and grade of service objectives shall be maintained.

b. CLEC will send an ASR to CenturyLink to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

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.

d. In the event that CLEC over-forecasts its trunking requirements consistent with this Section, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs. Such expenses will be recouped for non-recoverable facilities.

65.7 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.

65.8 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be in accordance with the Standard Practices as published on the CenturyLink Website. If either CLEC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

65.9 Trunk Data Exchange

65.9.1 Each Party agrees to service trunk groups to the blocking criteria in Section 64.3.4 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 unless mutually agreed otherwise. The study period will not include a holiday.

65.10 Network Management

65.10.1 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.

65.10.2 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.

65.10.3 Temporary Mass Calling. CLEC and CenturyLink shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

65.11 Technical Interfaces

65.11.1 CLEC is responsible for provisioning its traffic to CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.

65.11.2 Standard Interconnection facilities shall be extended superframe (ESF) with B8ZS line code where Currently Available.

65.11.3 Signaling protocol. The parties will interconnect their networks using SS7 signaling where Technically Feasible and available as

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defined in GR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the Interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Where available, CenturyLink signaling services to link its Signaling Transfer Points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's STPs to connect to CenturyLink's STPs via "D" links which are dedicated to the transport of signaling for local Interconnection, may be ordered from the CenturyLink Tariff.

65.12 Responsibilities of the Parties

65.12.1 CLEC and CenturyLink will 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.

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

65.12.3 CLEC and CenturyLink will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

65.12.4 CLEC and CenturyLink will notify each other when there is any change affecting the service requested, including the due date.

65.12.5 CLEC and CenturyLink will recognize that a facility handoff point must be agreed to as part of the process of the Implementation Plan that establishes the demarcation for maintenance and provisioning responsibilities for each Party.

65.12.6 CLEC and CenturyLink will review engineering requirements consistent with the Implementation Plan as described in and as otherwise set forth in this Agreement.

65.12.7 CLEC and CenturyLink will share responsibility for all control office functions for Local Interconnection Trunks and trunk groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

65.12.8 CLEC and CenturyLink will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

65.12.9 CLEC and CenturyLink will perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.

65.12.10 CLEC and CenturyLink will advise each other if there is an equipment failure which may affect the Interconnection trunks.

65.12.11 CLEC and CenturyLink will provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party.

65.12.12 CLEC and CenturyLink will provide to each other test-line numbers and access to test lines.

65.12.13 CLEC and CenturyLink will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

65.13 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.

66. INTERCARRIER COMPENSATION

66.1 General Terms

66.1.1 For compensation purposes, the jurisdiction of a call is determined by the physical location of the origination and termination of such call, except as may otherwise be specified herein for VoIP-PSTN Traffic.

66.1.2 VoIP-PSTN Traffic

a. 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. VoIP-PSTN Traffic will be identified as either Local or non-Local 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

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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 unreasonably 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.

b. Toll VoIP-PSTN Traffic

1. CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's access rates. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 63.12. VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local Traffic 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 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 unreasonably withheld by either Party.

2. The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to CenturyLink's interstate access Tariff rates. CenturyLink will use the Facilities Percent VoIP Usage (Facility-PVU) factor in Table 1 to determine the portion of the Local Interconnection Entrance Facility, Direct Trunked Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

2.1 The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local

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Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-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 FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. At the request of either Party, such information will be updated to determine if the Facility-PVU factor continues to be accurate, and if the updated information indicates that an adjustment of the factor is appropriate, the Parties shall amend the Agreement to reflect a more current factor.

3. Any factors established by the Parties under Section 66.1.2 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.

66.2 Compensation for Transport and Termination of Local Traffic

66.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.

66.2.2 The rate elements for transporting and terminating Local Traffic can be found in Table 1.

66.2.3 The terminating Party may bill the other Party Reciprocal Compensation for all Local Traffic MOU routed by the other Party for termination.

66.2.4 CLEC and CenturyLink agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.

66.2.5 Recording for Reciprocal Compensation

a. Each Party will calculate terminating MOU based on standard 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 MOU 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. Notwithstanding the above, either Party may use its SS7 data to verify and adjust billing as appropriate.

66.2.6 Recording for Indirect Interconnection

a. For any traffic exchanged between the Parties via third

party Tandems, each Party will either record the traffic it terminates in accordance with this Section, or will utilize records provided by the Tandem provider to invoice for traffic terminating on its network.

66.2.7 Billing Elements for Local Transport and Termination

a. The transport and termination elements for Local Traffic depend on the type of Interconnection between the Parties.

1. When the POI is connected to the CenturyLink Tandem Switch or in a Mid-Span Fiber Meet arrangement connected to the CenturyLink Tandem Switch, when calls from CLEC End Users are terminating to CenturyLink End Users through the CenturyLink Tandem Switch, CLEC will pay CenturyLink Tandem Switching, Common Transport, and End -Office termination. CLEC shall also pay Common Transport for calls that terminate at a CenturyLink Remote Switch served by the CenturyLink host End Office Switch.

2. When the POI is connected to the CenturyLink End Office Switch or in a Mid-Span Fiber Meet arrangement connected to the CenturyLink End Office Switch, and calls from CLEC End Users are terminating to CenturyLink End Users through the End Office Switch, CLEC shall pay CenturyLink End Office termination. CLEC shall also pay Common Transport for calls that terminate at a CenturyLink Remote Switch served by the CenturyLink host End Office Switch.

3. For Indirect Network Connection, CLEC shall pay Common Transport and End Office termination for calls that terminate at a CenturyLink End Office Switch.

66.2.8 Billing Elements for Interconnection Facility

a. Local Interconnection Entrance Facility

1. Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.

2 If CLEC chooses to provision facilities over an existing facility purchased as special Access Service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.

3 If CLEC chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.

b. Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. DTT is available between the Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.

1. When DTT is provided to a Tandem Switch, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Tandem Switching and Common Transport rate elements apply for delivery of traffic to the terminating End Office Switch.

2. Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected in an amended Table 1.

3. If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties.

(i) CenturyLink will bill CLEC for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink at the rates in Table 1. CLEC will bill CenturyLink for CenturyLink's portion of the same DTT and Local Interconnection Entrance Facility based on the portion defined in (ii) and at the rates in Table 1.

(ii) CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the factor determined by CenturyLink using the following to assign the minutes for which CenturyLink is responsible:

- All Local Traffic MOU that CenturyLink originates and sends to CLEC.
- All CenturyLink originated IntraLATA LEC Toll MOU that CenturyLink sends to CLEC.
- All other minutes are CLEC's responsibility for purposes of allocating the shared costs.

66.2.9 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the Tariffed rates apply instead of the MUX rates from Table 1.

66.2.10 Trunk Nonrecurring charges

66.2.10.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.

66.2.10.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.

66.2.10.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

66.2.11 For purposes of compensation between the Parties, 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.

66.3 Compensation of non-Local Traffic

66.3.1 Percent Local Usage

a. CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the CLEC will identify in writing the Percent Local Usage (PLU) factor on each Interconnection order to identify its Local Traffic for Reciprocal Compensation purposes. For non-Local Traffic, the Parties agree to compensate one another based on the rates included in each Party's access Tariffs. CenturyLink may request CLEC's traffic study documentation of the PLU at any time to verify the PLU and may compare the documentation to studies developed

by CenturyLink. Should the documentation indicate that the factor should be changed by CenturyLink, the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor.

b. In the absence of a written agreement between the Parties stating otherwise, and except as otherwise provided under Section 66.1.2 for VoIP-PSTN Traffic, the PLU shall not be deemed to account for the jurisdiction of any traffic which may appear to be Local Traffic based upon the originating and terminating call detail information, where such call detail information does not accurately reflect the true geographic end points of the call, and the Parties may seek appropriate compensation for such calls notwithstanding such PLU factor.

66.3.2 Traffic originated to or directed to or through an ISP that is physically located outside the originating End User's Local Calling Area and calls to an ISP which are placed on a non-local basis (e.g. toll calls or 8YY calls) are non-Local Traffic for compensation purposes and will be compensated at the appropriate Interstate or Intrastate Switched Access Service rates.

66.3.3 VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to Reciprocal Compensation. If the Parties exchange VNXX Traffic, a Party that originates or terminates such calls shall be entitled to recover originating or terminating access charges, except that the Party that provides the VNXX Service that enables such VNXX Traffic shall not be entitled to recover access charges for such VNXX Traffic. Both Parties represent and warrant that they are not providing VNXX Service and will not do so unless they provide advance written notice to the other Party. Either Party may perform traffic studies at any time to determine if VNXX Traffic is being exchanged with the other Party, and each Party will provide data necessary to determine the physical, geographic location of customer premise equipment which is associated with an NPA-NXX-XXXX.

66.3.4 Intentionally Left Blank

66.3.5 Unless otherwise required by Applicable Law, in the absence of a written agreement between the Parties stating otherwise, any traffic which is not included within the definition of Local Traffic or otherwise specifically addressed in this Agreement will be compensated at Access Service rates. The right to assess such Access Service charges shall not be deemed to constitute authorization for CLEC to route any traffic in a manner which is not permitted under this Agreement.

67. TRANSIT TRAFFIC

67.1 Transit Service terms in this Agreement are for the delivery of Transit Traffic.

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Any Jointly Provided Switched Access Traffic that transits the CenturyLink network will not be considered Transit Traffic and any network functions provided by CenturyLink in connection with such Jointly Provided Switched Access will be provided to the IXC at Switched Access Service rates.

67.2 When CenturyLink receives an unqueried call from CLEC to a telephone number that has been ported to another service provider, rates applicable to Transit Service will apply in addition to any query rates.

67.3 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, CenturyLink will provide Transit Services for CLEC's connection of its End User to a local End User of: (1) other CLECs, (2) other ILECs (including any CenturyLink ILEC Affiliates who may be a Party to this Agreement, other than the CenturyLink ILEC Affiliate providing the Transit Service), and (3) CMRS carriers. CenturyLink will only provide a Transit Service where CLEC is interconnected at the same CenturyLink Tandem switch to which the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-CenturyLink Tandem (i.e., double Tandem Transit Traffic) where the NPA-NXX of the number called is rated within CenturyLink's Tandem serving area, and CLEC shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a terminating carrier as a result of any such double Tandem Transit Traffic routed by CLEC.

67.4 Intentionally Left Blank

67.5 In the event Transit Traffic originated by CLEC is blocked by a third party, CenturyLink shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay, and CLEC indemnifies CenturyLink against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by CLEC.

67.6 Payment Terms and Conditions

67.6.1 CLEC shall pay a Transit Service Charge as set forth in Table 1 for any Transit Traffic routed to CenturyLink by CLEC.

67.6.2 CLEC shall be responsible for payment of Transit Service charges on Transit Traffic routed to CenturyLink by CLEC and for any charges assessed by the terminating carrier. CLEC agrees to enter into traffic exchange agreements with third-parties prior to routing any Transit Traffic to CenturyLink for delivery to such third parties, and CLEC will indemnify, defend and hold harmless CenturyLink against any and all charges levied by such third-party terminating carrier with respect to Transit Traffic, including but not limited to, termination charges related to such traffic and attorneys' fees and expenses.

67.7 Exchange of Data

67.7.1 To the extent Technically Feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/ SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full

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interoperability and billing functions. The Parties agree to send all message indicators received.

67.8 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to, require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, in CenturyLink's sole discretion, the Tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct Interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct Interconnection, CenturyLink may thereafter charge CLEC for such Transit Service at double the Transit Service Charge set forth in Table 1.

67.9 In the event a third party files a complaint or other legal action against CenturyLink, or threatens to do so, as a result of a controversy involving Transit Traffic originated by CLEC which is routed to such third party, then upon written notice CenturyLink may require CLEC to (i) directly interconnect with such third party, or (ii) to otherwise cease using Transit Service of CenturyLink for delivery of CLEC-originated traffic to such third party, (iii) or to take such other action which may be mutually acceptable to CenturyLink, and CLEC, in order to protect and remove CenturyLink from such controversy, and CenturyLink may seek legal or equitable relief for purposes of enforcing this paragraph.

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ARTICLE VI. UNBUNDLED NETWORK ELEMENTS

68. INTRODUCTION

68.1 This Article sets forth the terms and conditions pursuant to which CenturyLink will furnish CLEC with access to UNEs pursuant to §251(c)(3) of the Telecommunications Act for the provision by CLEC of a Telecommunications Service in CenturyLink's incumbent Local Exchange areas. Notwithstanding any other provision of this Agreement, CenturyLink shall only be obligated to provide UNEs and UNE Combinations to CLEC to the extent required by this Agreement and Applicable Law.

68.2 CLEC shall pay CenturyLink the recurring and non-recurring charges listed in Table 1 or, if not listed on Table 1, as listed in the applicable Tariff, or as agreed to by the Parties in accordance with Section 68.3 for the UNEs provisioned.

68.3 If CLEC procures any UNEs, UNE Combinations and/or other services for which rates are not currently in this Agreement, CenturyLink then reserves the right to charge CenturyLink's then standard rates, if any, for such UNEs, UNE Combinations and/or other services, or to develop a rate using an appropriate methodology, which rate shall be subject to dispute resolution, if necessary.

68.4 Access to UNEs shall be provided by CenturyLink under this Agreement only over such routes, technologies, and facilities as CenturyLink may be required by applicable law to make available to CLEC. Where facilities and equipment are not available, CenturyLink will not be required to provide UNEs.

68.5 Subject to the terms herein, CenturyLink is responsible only for the installation, operation and maintenance of the as-ordered UNEs it provides pursuant to the terms of this Agreement. CenturyLink is not otherwise responsible for any services provided by CLEC through the use of those UNEs.

68.6 Operations Support Systems (OSS). CenturyLink will offer unbundled access to CenturyLink's OSS to the extent Technically Feasible in a non-discriminatory manner. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information. The OSS element includes access to all Local Loop Qualification information contained in CenturyLink's databases or other records, including information on whether a particular Local Loop is capable of providing Advanced Services.

69. USE OF UNES

69.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyLink will provide CLEC with nondiscriminatory access to the UNEs made available in accordance with the terms and conditions of this Agreement. CenturyLink will provide access to UNEs where Technically Feasible.

69.2 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. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine CenturyLink provided UNEs with any and all facilities and services whether provided by CenturyLink, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or Tariffed Access Services obtained from CenturyLink as provided for in this Agreement. UNEs provided to CLEC under the provisions of this Agreement remain the property of CenturyLink.

69.3 Non-impaired Wire Centers and Related Processes

69.3.1 Wire Centers that have been identified by CenturyLink as Tier 1 and Tier 2 Wire Centers and Wire Centers in which the number of Business Lines and Fiber-based Collocators exceed the thresholds for DS1 and DS3 Loops, as described in Section 72.8 and Section 72.9, are listed on CenturyLink's Website (the "Non-impaired Wire Centers").

69.3.2 Restrictions on DS1 and DS3 UNE Loops. CenturyLink shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Loops within Non-impaired Wire Centers where the number of Business Lines and Fiber-based Collocators exceed the thresholds described in Section 72.8 and Section 72.9 or where the number of such UNE Loops would exceed the maximum quantities of such UNE Loops which are specified in those sections.

69.3.3 Restrictions of DS and DS3 Transport. CenturyLink shall not be required to provide and CLEC shall not order DS1 and DS3 UNE Transport circuits between Wire Centers which do not satisfy the tier classifications which are described in Section 76.3 and Section 76.4 or where the number of such circuits would exceed the maximum quantities which are described in those sections.

69.3.4 If CLEC has any DS1 and DS3 Loops or Transport UNEs in service as of the Effective Date of this Agreement which CenturyLink is not required to provide pursuant to Section 69.3.2 and Section 69.3.3 above, or if CLEC thereafter has any DS1 and DS3 Loops or Transport UNEs which exceed the maximum quantity allowed for such UNE services, such UNEs must be immediately converted to an alternative service arrangement, and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements. Such back billing shall cover a period back to either the date the UNE service was installed or the date the service became non-impaired, whichever is shorter, or if the UNE service exceed the maximum quantity allowed for such UNE service, the period shall extend back to the date on which the UNE service was installed.. If CLEC fails to submit the necessary orders to convert such UNEs to alternative service arrangements within thirty (30) Days of the Effective Date of this Agreement or notice by CenturyLink, CenturyLink will be entitled to convert the UNEs to comparable Access Services at applicable monthly services rates, and to assess an appropriate

non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.

69.3.5 If CenturyLink identifies Wire Centers in addition to those currently listed on CenturyLink's Website that exceed the applicable FCC impairment thresholds or if the Wire Centers previously designated as non impaired change classifications based upon the applicable FCC impairment thresholds, then the following provisions shall be applicable;

a. CenturyLink will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its Website (the "Non-impairment Notice Date").

b. CLEC will not order new DS1, DS3 and Dark Fiber Loops or Transport UNEs for the newly identified or reclassified Wire Centers beginning thirty (30) Days after the date of the notice (the "Non-impairment Effective Date").

c. If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, and submits a self-certification in accordance with (f) below, then CLEC may submit orders to obtain high-capacity Loops or Transport UNEs in such Wire Center, and CenturyLink shall process such orders, until a determination is made pursuant to (f) below that CLEC is not entitled to order high-capacity Loops or Transport in such Wire Center.

d. Except as provided in (f) below, CLEC must submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement within sixty (60) Days of the Non-impairment Notice Date (except for Dark Fiber UNES which shall be subject to the transition period specified in the following paragraph) and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements to a date which is sixty (60) Days after the Non-impairment Notice Date. If CLEC fails to submit the necessary orders before the end of sixty (60) Days from the Non-impairment Notice Date, CenturyLink will be entitled to convert the UNEs to comparable Access Services and to assess an appropriate non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.

e. Except as provided in (f) below, CLEC must begin negotiations to disconnect or convert to an alternative service any Dark Fiber UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers within sixty (60) Days of the Non-impairment Notice Date, and CLEC shall be

subject to back billing at a rate which is applicable to the alternative service, or if no alternative service is arranged, then at a rate which is equal to the highest special access Dedicated Transport rate available under CenturyLink's Tariffs. Should the Parties not come to agreement on a transition plan to convert such non-impaired Dark Fiber UNEs, CenturyLink may disconnect such Dark Fiber six (6) months after the Non-impairment Notice Date.

f. If CLEC does not agree with the non-impairment designation for a newly identified or reclassified Wire Center, then CLEC shall have sixty (60) Days from the Non-impairment Notice Date to provide a self-certification to CenturyLink that, to the best of CLEC's knowledge, and based upon reasonably diligent inquiry undertaken by CLEC, the Wire Center does not meet the non-impairment thresholds. CLEC shall provide a blanket certification letter or other mutually agreed upon form to document its compliance with such diligent inquiry, and CLEC will maintain appropriate records that document what information CLEC relied upon to support its self-certification. If CLEC does not convert existing high-capacity Loop or Transport UNEs or if CLEC submits orders for high-capacity Loops or Transport UNEs pursuant to such self-certification and it is subsequently determined by mutual agreement of the Parties or pursuant to the Dispute Resolution procedures of this Agreement that the Wire Centers were properly identified or reclassified by CenturyLink, then CLEC shall have thirty (30) Days from the date of such determination to submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement (except for Dark Fiber UNES which shall be subject to the transition obligations in paragraph (e) above) and shall be subject to backbilling in the same manner as provided in Section 69.3.4 and Section 69.3.5 above, as the case may be.

69.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing an order for UNEs, CLEC certifies that these requirements are met.

69.4.1 Any combination of the following, where both are provided by CenturyLink, are subject to the EEL use restrictions in this Agreement. Such restrictions apply irrespective of the manner in which the Local Loops and transport are combined.

a. high capacity Local Loops (DS1, DS3), to the extent available, and special access transport (a Commingled facility); or

b. special access channel terminations (DS1, DS3) and

Dedicated Transport (DS1, DS3), to the extent available (a Commingled facility); or

c. high capacity Local Loops (DS1, DS3) and Dedicated Transport (DS1, DS3).

69.4.2 CLEC may not order or use a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting CenturyLink's network and CMRS carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for the exclusive provision of Mobile Wireless Service.

69.4.3 CLEC may not order or use a UNE for the exclusive provision of Interexchange Services, or long distance services. Facilities connecting CenturyLink's network and Interexchange Carriers' networks used by the Interexchange Carrier to provide such services to End Users do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for Interexchange Services.

69.4.4 CLEC may not order or use a UNE for CLEC's own use, administrative or otherwise.

69.4.5 An Information Service is not an eligible Telecommunications Service except that CLEC can use unbundled Local Loops to provide xDSL services in accordance with this Agreement.

70. INDIVIDUAL CASE BASIS PRICING

70.1 Individual Case Basis (ICB) pricing will be provided by CenturyLink upon request from CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement. The BFR process in Section 52 must be followed in connection with such requests.

70.2 CenturyLink will process ICB Pricing requests upon receipt from CLEC. CenturyLink will provide CLEC a price quote within thirty (30) Business Days from the receipt of the request or will provide notification regarding the expected date for the quote. Price quote intervals may vary depending upon the complexity of the request.

71. NETWORK INTERFACE DEVICE

71.1 Apart from its obligation to provide the existing Network Interface Device (NID) functionality as part of an unbundled Local Loop or subloop, CenturyLink also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to this Section and its subsections, CenturyLink shall provide access to the existing NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in Table 1.

71.2 Under no circumstances shall CLEC connect to either side of the NID or to the End User's Inside Wiring unless the CenturyLink network is first properly disconnected from the End User's Inside Wiring as set forth in this Article.

71.3 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 Demarcation Point) 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 Demarcation Point must be resolved by the End User.

71.4 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. CLEC may not connect to the End User access side of the NID except as a UNE in accordance with these terms.

71.5 CLEC may elect to disconnect CenturyLink's Local Loop from the NID on the End User access side of the NID, but CLEC shall not perform any disconnect on the network side of the NID. CenturyLink, at the request of CLEC, will disconnect the CenturyLink Local Loop from the NID or will arrange access to the network side of the NID for any purpose. The charges reflected in Table 1 will apply to any CenturyLink dispatch for any purpose initiated at CLEC's request. The phrase "End User access side of the NID" is descriptive and does not convey any ownership or usage rights. The Demarcation Point between the Local Loop (inclusive of the NID) and the End User's Inside Wire is established pursuant to 47 C.F.R. §68.105.

71.6 CLEC shall maintain a connection to ground on its network that meets applicable industry standards. In the case of a NID-to-NID connection, each Party shall ground its NID independently of the other Party's NID.

71.7 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. CenturyLink will provide CLEC with information that will enable its technician to locate End User Premises wiring at NIDs that terminate multiple subscribers. CenturyLink will dispatch a technician and tag the wiring at CLEC's request.

71.8 Any repairs, upgrade and/or rearrangements to the NID requested or required by CLEC will be performed by CenturyLink based on the Stand Alone NID Charges set out in Table 1.

71.9 CenturyLink will make available to CLEC any existing installed NID at the time CLEC seeks Interconnections to such NID to serve an End User. CenturyLink shall be under no obligation to install a new NID in order to enable CLEC to interconnect to such NID.

71.10 CLEC shall not access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. CLEC shall not attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. CLEC shall not remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.

71.11 CLEC may access the End User side of a CenturyLink NID for the purpose of isolating CenturyLink's Local Loop from the Inside Wiring within the NID. Isolation of CenturyLink's Local Loop from the Customer Inside Wiring is

achieved by removing the Inside Wiring from the NID terminals and using appropriate method and practices to prevent bare wires from coming in contact with such NID terminals (e.g. capping individual bare wires with Scotchloks™). CLEC may not remove the test port wire from the test port as the isolation method unless CLEC subsequently inserts a dummy test port plug with a rubber weather seal since this may damage CenturyLink's active network by allowing the accumulation of corrosive moisture and short-circuiting insect debris within the test port.

71.12 Any access to the End User's side of a CenturyLink NID that utilizes the NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID as a UNE.

71.13 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 set forth in this Agreement.

71.14 CLEC shall be liable to CenturyLink for any damage to a CenturyLink NID caused by improper or unauthorized use of CenturyLink's NID by CLEC. In addition to any monetary damages that CenturyLink may be entitled to recover as a result of such damages, CenturyLink shall also be entitled to seek injunctive relief to prevent further NID damages. Such damages may include but are not limited to dispatch charges, NID replacement costs and network reconnections and repairs.

72. LOOP

72.1 Subject to Section 72 and its subsections, CenturyLink will provide CLEC access to UNE Loops under the following terms and conditions. Rates and charges applicable to UNE Loops are set forth in Table 1. To the extent required by Applicable Law, CenturyLink will make available the UNE Local Loops set forth below between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Local Loop Demarcation Point at an End User's Premises. The UNE Local Loop will include any existing NID. The Parties acknowledge and agree that CenturyLink shall not be obligated to provision any of the UNE Local Loops provided for herein to cellular sites or any location that does not constitute an End User Premises. Subject to the restrictions of Section 72.11.2, UNE Loops includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User Premises wiring, provided such wire is owned and controlled by CenturyLink.

72.1.1 The Local Loop UNE includes, but is not limited to, copper UNE Loops (2-wire and 4-wire analog voice grade Copper Loops, and digital Copper UNE Loops), and, to the extent required by Applicable Law, DS1 Loops and DS3 Loops, where such Loops are deployed in CenturyLink Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

72.1.2 Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops, including replacement or upgrade of any existing NID, are contained in Section 80.

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72.1.3 Loop Conditioning. Conditioned loops are Local Loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline Telecommunications capability, including DSL. CenturyLink will condition Local Loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table 1. CenturyLink recommends that CLEC utilize the Loop Make-Up process in Section 74 prior to submitting orders for loops intended for Advanced Services,

72.1.4 Tag and Label. At CLEC's request, CenturyLink will tag and label unbundled Local Loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

a. CenturyLink will include the following information on the label: order number, due date, CLEC name, and the circuit number.

b. CLEC must specify on the order form whether each Loop should be tagged and labeled.

c. The rates for Loop tag and label and related services are set forth on Table 1. A trip charge may be billed in addition to the Tag and Label charges.

72.2 Loop Testing. At CLEC's request, and if Technically Feasible, CenturyLink will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. To the extent CLEC requests testing that would require CenturyLink to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate CenturyLink for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Article IV.

72.2.1 CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the Standard Practices published on the CenturyLink Website. 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.

72.2.2 Testing shall include Basic Testing, Optional Cooperative Testing and Joint Testing. Optional Cooperative Testing and Joint Testing are performed only at CLEC's request and at CLEC's cost.

72.2.3 Basic Testing shall include simple metallic measurements only. Basic Testing does not include cooperative or joint testing efforts that require CenturyLink's technician to work jointly with CLEC.

72.2.4 Cooperative Testing is provided on Service Order activity only

and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.

72.2.5 Joint Testing is provided at CLEC's request on maintenance activity only and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.

72.2.6 For either Cooperative Testing or Joint Testing, CenturyLink technicians will try to contact CLEC's representative to initiate Joint Testing after completing the requested activity. If CLEC does not respond within three (3) minutes, CenturyLink may, in its sole discretion, continue its attempts to contact CLEC's representative, and bill CLEC in increments of fifteen (15) minutes for the technician's time for so long as such efforts continue, or CenturyLink may abandon the test and CLEC will be charged for the test and any additional technician time involved (beyond the initial 3 minutes) at the rates set forth in Table 1.

72.2.7 CenturyLink will charge CLEC at the rates set forth on Table 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC End User's side of the Demarcation Point.

72.3 Analog Loops. The following types of analog Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Table 1.

72.3.1 2-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.

72.3.2 4-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.

72.3.3 CenturyLink will provide analog Loops as Copper Loops, Hybrid Loops, and where required by Applicable Law, FTTH Loops and FTTC Loops, based on available facilities.

72.4 xDSL Loops

72.4.1 Pursuant to the terms and conditions contained in this Article, 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).

72.4.2 Upon request, CenturyLink shall provide to CLEC.

a. information with respect to the spectrum management

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procedures and policies that CenturyLink uses in determining which services can be deployed;

b. information with respect to the rejection of CLEC's provision of Advanced Services, together with the specific reason for the rejection; and

c. information with respect to the number of loops using Advanced Services technology within the binder and type of technology deployed on those loops.

72.4.3 When CLEC orders an xDSL Loop or Digital 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). In connection with the provision of Advanced Services, CLEC shall provide to CenturyLink the following information on the type of technology that CLEC seeks to deploy.

a. information in writing (via the Service Order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

b. the SMC (i.e., PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify CenturyLink in writing of the requested change in SMC (via a Service Order).

c. to the extent not previously provided CLEC must disclose to CenturyLink every SMC that CLEC has implemented on CenturyLink's facilities to permit effective Spectrum Management.

d. 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.

72.5 Reverse ADSL Loops. If CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to CenturyLink's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a Host or Remote, and then to the subscriber, the copper plant from the outside location to the CenturyLink Host or Remote Central Office must be a facility dedicated to ADSL transmission only and not part of CenturyLink's regular feeder or distribution plant.

72.6 Digital Loops. The following types of digital Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Table 1: On digital Loops, CenturyLink will only provide testing for electrical

continuity and line balance.

72.6.1 2-Wire Digital Loop. A “2-Wire Digital UNE Loop” is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop will be provisioned in accordance with industry standards.

72.6.2 A DS1 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User’s Premises and having bandwidth up to 1.544 Mbps. DS1 UNE Loops will be offered and/or provided pursuant to 72.8 below.

72.6.3 DS3 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User's Premises and having bandwidth up to 45 Mbps. DS3 UNE Loops will be offered and/or provided pursuant to 72.9 below.

72.6.4 CenturyLink shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Article II of this Agreement.

72.7 Non-Standard Digital Loops. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), CenturyLink will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in this Section 72 are applicable.

72.8 DS1 Loops

72.8.1 Subject to the cap in Section 72.8.2, CenturyLink will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any Building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the provisions of Section 69 shall apply in that Wire Center..

72.8.2 In Wire Centers not listed on CenturyLink’s Website, CLEC shall not be entitled to obtain more than ten (10) DS1 UNE Loops to any single Building.

72.9 DS3 Loops

72.9.1 Subject to the cap described in Section 72.9.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS3 UNE Loop to any Building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, and the appropriate notice has been given, the

provisions of Section 69 shall apply in that Wire Center.

72.9.2 In Wire Centers not listed on CenturyLink's Website, CLEC may obtain a maximum of one (1) unbundled DS3 loop to any single Building in which DS3 loops are available as unbundled Local Loops.

72.10 Hybrid Loops. CenturyLink will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below.

72.10.1 When CLEC requests access to a Hybrid Loop for the provision of narrowband services, 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 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.

72.11 FTTH and FTTC Loops

72.11.1 New builds. CenturyLink will not 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.

72.11.2 Overbuilds. CenturyLink will not 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). 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 for such loop. Once a request for the loop is received, CenturyLink will restore the Copper Loop to serviceable condition based upon CLEC's request and at CLEC's expense.

b. If CenturyLink retires a Copper Loop pursuant to 47 C.F.R. §51.319 (a)(3)(iv), CenturyLink will provide CLEC non-discriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

72.12 Dark Fiber Loops. CenturyLink is not required to provide CLEC with access

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to Dark Fiber Loops on an unbundled basis.

72.13 Sub-Loops. A subloop is defined as a portion of the full Local Loop that is Technically Feasible to access at an access terminal on CenturyLink's outside transmission facilities. An access terminal is any point on the loop where technicians can access the wire or fiber within a cable without removing the splice case or outer sheath (e.g., accessed via screw posts, terminals, patch panels). To the extent they meet the above definition, such points may include a pole or drop pedestal, the serving area interface, or the network interface device. Available subloops are:

72.13.1 Feeder: a transmission path between the MDF in any type of CenturyLink switch Premises and a subtending FDI or functional equivalent. CenturyLink is not obligated to offer feeder sub-loops as a UNE.

72.13.2 Distribution subloop: a transmission path between an FDI or its functional equivalent and an available access terminal at or near a subtending End User Premises.

72.13.3 Multi-unit Premises wiring subloop: a transmission path between a CenturyLink terminal at or near a multiunit Premises, such as a pole or pedestal, the NID, or the minimum point of entry, and the End User Demarcation Point, including Inside Wire that is owned or controlled by CenturyLink at a multiunit customer Premises.

a. CenturyLink will not provide or maintain Inside Wire in situations where it determines there are health or safety concerns in doing so.

72.13.4 Subloops must be requested using the ICB process set forth in this Agreement due to the unique circumstances of each subloop project and the wide variety of circumstances that must be taken into account in provisioning of subloops. Additionally, CLEC must also contemporaneously submit a collocation application pursuant to the Collocation application and construction process set forth in this Agreement whenever a Collocation arrangement is necessary or appropriate for provisioning the contemplated subloop. Any Collocation applications submitted for purposes of supporting a contemplated subloop shall include a disclosure and description of such subloop plans. 72.13.5 Except as may otherwise be expressly provided under Applicable Law, CenturyLink shall not be required to provide CLEC access to Dark Fiber subloops.

72.13.6 The UNE subloop will include any existing NID. Terms and conditions for making any network modifications resulting from CLEC's request for subloops, including replacement or upgrade of any existing NID, are contained in Section 80.

72.13.7 Copper Subloops. CenturyLink will provide CLEC with access to copper sub-loops 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. A copper subloop can

also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services.

72.13.8 Fiber Subloops. On a route where CenturyLink is required by law to provide CLEC with non-discriminatory access to a FTTH or FTTC loop, CLEC may also request a subloop consisting of a single 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop.

72.13.9 Deployment of Advanced Services by CLEC over subloops will be in accordance with the terms included in Section 72.4.3.

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74. LOOP MAKE-UP INFORMATION

74.1 At the request of CLEC, CenturyLink will provide CLEC with nondiscriminatory access to its Loop Make-Up Information as it exists in CenturyLink database and records. The charges for Loop Make-Up Information are set forth in Table 1 to this Agreement.

74.2 CenturyLink shall provide Loop Make-Up Information based on the individual telephone number or address of an End User in a particular Wire Center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the CenturyLink LTD network.

74.3 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to CLEC.

74.4 CenturyLink may provide the requested Loop Make-Up Information to CLEC in whatever manner CenturyLink would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e., fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

74.5 If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

74.5.1 CLEC will pay a Trouble Isolation Charge to determine the cause of the failure;

74.5.2 If CenturyLink undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will pay a Loop Make-Up Information Charge; and

74.5.3 If CenturyLink undertakes Conditioning activity for a particular loop to provide for the successful installation of Advanced Services, CLEC will pay applicable conditioning charges. All charges will be as set forth in Table1.

75. LOCAL CIRCUIT SWITCHING

75.1 CenturyLink is not required to provide access to local circuit switching on an unbundled basis.

76. DEDICATED TRANSPORT

76.1 CenturyLink shall provide CLEC with nondiscriminatory access to Dedicated Transport on an unbundled basis, as set forth in this Agreement.

76.1.1 Subject to the limitations set forth in Sections 76.3 and 76.4, UNE 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 UNE Dedicated Transport available pursuant to Applicable Law.

76.1.2 Notwithstanding any other provision of this Agreement, CenturyLink is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyLink's Wire Centers.

76.2 Subject to availability and the limitations in this Section, CenturyLink will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps). UNE Dedicated Transport shall be dedicated to CLEC's designated traffic.

76.3 DS1 Dedicated Transport.

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

76.3.2 CenturyLink will only provide DS1 Dedicated Transport on an unbundled basis between any pair of CenturyLink Wire Centers that are classified as Tier 3 on one or both ends of the route.

76.3.3 CLEC may obtain a maximum of ten (10) DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.

76.4 DS3 Dedicated Transport.

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

76.4.2 CenturyLink will only provide DS3 Dedicated Transport on an unbundled basis between any pair of CenturyLink Wire Centers that are classified as Tier 2 or Tier 3 on one or both ends of the route.

76.4.3 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.

77. DARK FIBER TRANSPORT

77.1 Dark Fiber is an existing fiber facility that has not been activated through connection to the optronics that "light" it and render it capable of carrying a

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Telecommunications Service. Dark Fiber is unlit optic cable that is deployed within CenturyLink's network.

77.2 CenturyLink shall provide access to unbundled Dark Fiber Transport under the following terms and conditions. Availability, rates and charges applicable to Dark Fiber Transport will be provided through the BFR process.

77.3 CenturyLink shall unbundle Dark Fiber Transport only when either CenturyLink Wire Center defining the route is a Tier 3 Wire Center.

77.3.1 Where CenturyLink is not required to provide unbundled Dark Fiber Transport, CLEC may not obtain new Dark Fiber Transport as a UNE.

77.3.2 Maintenance and Testing

a. CenturyLink is only responsible for maintaining the facilities that it owns. Dark Fiber will be provided as is. No conditioning will be offered, and CenturyLink will not be required to condition Dark Fiber on CLEC's behalf.

b. CenturyLink is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate CLEC requirements.

c. CenturyLink does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time. CenturyLink agrees to conduct cooperative testing with CLEC at CLECs request and cost. Cost for the tests will be determined at the time of the testing request.

77.3.3 Dark Fiber Availability

a. Dark Fiber requests will be handled on a first come, first served basis, based on the date the BFR Application is received.

b. Spare fibers in a sheath are not considered available if CenturyLink has plans to put the fiber in use within the current year or the following year.

c. CenturyLink will also maintain fibers to facilitate maintenance, rearrangements and changes. CenturyLink will generally reserve eight percent (8%) of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of seventy two (72) fibers.

d. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available.

e. Fibers assigned to any carrier that are still pending optronics installations will be deducted from the total number of spare fibers that would otherwise be available.

77.3.4 Access to Dark Fiber Transport

a. Virtual and Physical Collocation arrangements may be used by CLEC to locate the optical equipment necessary to "light" leased Dark Fiber. On routes where CenturyLink

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is required to unbundle Dark Fiber Transport pursuant to Section 77.3, CenturyLink will only provide CLEC access to such Dark Fiber Transport where CLEC has Collocation space, leased as provided in Article IX, in each CenturyLink Central Office or Wire Center where the requested Dark Fiber Transport fiber(s) terminates.

b. At CenturyLink Central Offices, Dark Fiber Transport terminates on a fiber distribution frame (or its equivalent) in the Central Office. The Demarcation Point for Dark Fiber Transport at Central Offices and Remote terminals will be in a CenturyLink-approved Splitter shelf or fiber patch panel. This arrangement allows for non-intrusive testing.

c. If fiber patch panels (FPPs) or Splitter shelves are not located within close enough proximity for a fiber patch cord, CLEC must submit an BFR for the purchase and installation of intraoffice cabling.

d. Establishment of applicable fiber optical equipment or intermediate repeaters needed to power the unbundled Dark Fiber Transport in order to carry Telecommunications Services is the responsibility of CLEC.

77.3.5 Dark Fiber Transport Application and Ordering Procedure

a. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that CenturyLink determine the availability of Dark Fiber Transport between the CLEC-specified locations. The application fee noted on Table 1 will be charged to CLEC for each application submitted by CLEC.

b. If Dark Fiber Transport is not available, CenturyLink will notify CLEC of the DFA rejection. If CLEC contests the rejection, CLEC will follow the Dispute Resolution Process provided in this Agreement.

c. If Dark Fiber Transport is available, CLEC will notify CenturyLink of acceptance/rejection of Dark Fiber Transport quote, via a firm order, within ten (10) Business Days of receipt of quote. CLEC will submit a firm order for Dark Fiber Transport via an ASR.

d. CenturyLink will reserve the requested Dark Fiber Transport for CLEC during these ten (10) Business Days. If CLEC does not submit a firm order by the tenth (10th) Business Day, the requested Dark Fiber Transport will no longer be reserved. Thereafter, CLEC must submit another DFA and application fee.

e. By submitting the Dark Fiber firm order, CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table 1 for monthly recurring and non-recurring charges.

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f. Billing of the monthly recurring and non-recurring charges will begin upon completion by CenturyLink of the Dark Fiber Transport order.

g. If CLEC cancels firm order before the established due date, CLEC agrees to reimburse CenturyLink for all costs incurred by CenturyLink related to the DFA and the firm order.

77.3.6 Rules for Reclaiming Dark Fiber

a. 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.

b. CenturyLink will provide CLEC six (6) months written notice of its intention to reclaim Dark Fiber.

c. CenturyLink will provide CLEC with alternative transport options and costs when CenturyLink reclaims Dark Fiber.

d. The Dispute Resolution Procedures found in this Agreement will be followed if CLEC contests CenturyLink's decision to reclaim Dark Fiber.

78. UNE COMBINATIONS

78.1 Subject to Applicable Law and the terms and conditions in this Section, CenturyLink will make available to CLEC EELs and other forms of UNE Combinations.

78.2 General Terms and Conditions

78.2.1 Upon CLEC's request, and subject to Section 78.2.3, 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.

78.2.2 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 without requiring CLEC to submit a BFR. CLEC must submit a BFR for UNE Combinations not considered "ordinarily combined," including those that: (1) CenturyLink does not provide services using such a Combination of Network Elements; or (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).

78.2.3 Upon CLEC's request, CenturyLink will perform the functions necessary to combine the UNEs requested by CLEC, provided that such combination:

a. is Technically Feasible, including that network reliability and security would not be impaired;

b. would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with CenturyLink's network;

c. does not impair CenturyLink's ability to retain responsibility for the management, control and performance of its network, or place CenturyLink at a disadvantage in operating its own network.

78.2.4 Any request by CLEC that CenturyLink provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 52.

78.2.5 CLEC will compensate CenturyLink for the costs of work performed to combine the requested UNEs pursuant to the rates in Table 1 or as agreed upon in the BFR process under Section 52.

78.2.6 The provisioning of combinations, including EEL, is limited to existing facilities and CenturyLink is not obligated to construct additional facilities to accommodate any request by CLEC.

78.2.7 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.

78.2.8 Upon request, CenturyLink will convert a Tariffed service or group of services, to the equivalent UNE/UNE combination that is available to CLEC pursuant to this Section, or will convert a UNE/UNE combination to the equivalent Tariffed service(s) (collectively "Conversion). CenturyLink will charge, and CLEC agrees to pay, applicable non-recurring Service Order charges and conversion rates included in this Agreement and/or in the Tariff.

78.2.9 A Conversion will be considered a termination for purposes of any volume and/or term commitments or Grandfathered status between CLEC and CenturyLink.

78.3 Commingling

78.3.1 For the purpose of this Section, Wholesale Services includes both services CLEC procures for resale pursuant to §251(c)(4) and Exchange Access Service purchased from CenturyLink's access Tariffs.

78.3.2 Subject to other applicable provisions of this Agreement including prohibitions and restrictions, 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.

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

78.3.4 CenturyLink shall charge CLEC the non-recurring and recurring rates applicable to the UNEs, 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, as noted on the BFR Quote.

78.3.5 Each component of the Commingled facility, either UNE or Wholesale Service, will be billed at the UNE or Wholesale Service rate for that component, plus applicable non-recurring charges. CenturyLink will not ratchet the price of individual components; that is, CenturyLink will not reflect a combination of UNE and wholesale rates for the same component. Wholesale Service rates will be per the appropriate Tariff, including any applicable resale discounts pursuant to this Agreement.

78.4 Specific Combinations – EELs

78.4.1 In order to facilitate the provisioning of EELs, CenturyLink shall support the ordering and provisioning of this specific combination as set forth below.

78.4.2 Where required under Applicable Law, CenturyLink will offer the combination of unbundled Local Loops with unbundled Dedicated Transport. CenturyLink will provide EELs at the applicable recurring and non-recurring charges as specified in Table 1 for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges, will apply. CenturyLink will cross-connect unbundled 2- or 4-wire analog or 2- or 4-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched Telephone Exchange Service to CLEC's End Users.

78.4.3 Multiplexing shall be provided as necessary as part of Dedicated Transport at the rates shown in Table 1.

78.4.4 In order to obtain the EEL combinations below, CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this Section. CenturyLink will offer the following EEL Combinations:

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

b. an unbundled DS3 loop in Combination, or Commingled, with a DS3 or higher Dedicated Transport facility or

service;

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

d. an unbundled DS3 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service

e. an unbundled DS3 loop or DS3 or higher channel termination service.

78.4.5 EEL Eligibility Criteria

a. CLEC must have State certification to provide local voice service in the area being served by the EEL or, in the absence of a State certification requirement, CLEC must have complied with registration, Tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served by the EEL;

b. At the time of ordering and continually for the period in service, the following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL;

1. Each circuit to be provided to each CLEC customer, including each DS1 and each DS1-equivalent on a DS3 EEL, must be assigned one local number prior to the provision of service over the circuit;

2. 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;

3. 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;

4. Each circuit to be provided to each End User must terminate into a Collocation that meets one of the following requirements;

a. a Collocation established pursuant to §251(c)(6) of the Act and located at CenturyLink's Premises within the same LATA as the CLEC's End User's Premises, when CenturyLink is not the collocator;

b. CLEC's Collocation arrangement cannot be located at an Interexchange Carrier Point of Presence (POP) or an ISP POP; or

c. a Collocation located at a third party's

Premises within the same LATA as the CLEC's End User's Premises, when CenturyLink is the collocator.

5. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service Interconnection Trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an Interconnection arrangement with CenturyLink for the meaningful exchange of Local Traffic that flows in both directions, such Interconnection arrangement shall not satisfy this criteria, and

6. Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

78.5 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 with the conditions set out in this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period, beginning upon CenturyLink's written notice that an audit will be performed.

78.5.1 Should the independent auditor's report conclude that CLEC failed to comply in any material respects with the Eligibility Requirements of this Section, CLEC must 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. Should CLEC fail to submit conversion orders within the thirty (30) Day period, CenturyLink may initiate and effect such a conversion on its own without any further consent by CLEC.

78.5.2 CLEC must make accurate payments after the conversion orders are processed, and must true-up any difference in payments paid to CenturyLink with the appropriate Tariffed rates and charges CLEC would have owed CenturyLink beginning from the later of the date the non-compliant circuit was established as a UNE or Combination, in whole or in part, or the beginning of the Audit period.

78.5.3 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.

78.5.4 In no event shall rates set under §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 this Article for that UNE combination, arrangement, or circuit, as the case may be.

78.5.5 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.

78.5.6 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 one (1) year.

79. LINE SPLITTING

79.1 Line Splitting is an arrangement between two CLECs where one CLEC provides the voice services and another CLEC provides Advanced Services over an UNE Loop. One of the CLECs will order the UNE Loop and split the loop spectrum in the CLEC's Collocation space.

79.2 Whenever CLEC's OCN is used to order the UNE Loop, CLEC shall control the entire loop spectrum. CenturyLink will bill the entire charges for the UNE Loop and any other ordered services to CLEC.

80. ROUTINE NETWORK MODIFICATIONS TO CENTURYLINK'S EXISTING NETWORK

80.1 At CLEC's request CenturyLink shall make Routine Network Modifications to UNE Loop or Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. CenturyLink shall perform Routine Network Modifications to UNE facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

80.2 A Routine Network Modification is an activity that CenturyLink regularly undertakes for its own customers. Routine Network Modifications may 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 activate such UNE Loops or Transport facilities for its own End User. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

80.3 Routine Network Modifications do <u>not</u> include: the construction of a new UNE Loop or Dedicated Transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any

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location where a splice enclosure is not already present; securing permits, rights-of-way, or Building access arrangements; constructing and/or placing new manholes, handholds, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); 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.

80.4 CenturyLink will determine whether and 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 End User.

80.5 If CLEC requests one or more unbundled Local Loops serviced by Integrated Digital Loop Carrier (IDLC), CenturyLink will, where available, move the requested unbundled Local Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Local Loop. If, however, no spare Local Loop facility is available for unbundling, CenturyLink will notify CLEC of the lack of available facilities.

80.6 CenturyLink will provide Routine Network Modifications based on the terms and conditions set out in this Article, at the prices in Table 1 or on CenturyLink's BFR price quote. The Parties agree that the Routine Network Modifications for which CenturyLink is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLECs as an ICB include, but are not limited to: adding an equipment case; adding a doubler or repeater including associated line card(s); installing a repeater shelf and any other necessary work and parts associated with a repeater shelf; and where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Dedicated Transport facility when ordered.

80.7 CenturyLink is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to End User-provided equipment.

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ARTICLE VII. RESALE

81. LOCAL TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

81.1 All services made available by 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 in Article II, and Applicable Law. CenturyLink will make available to CLEC for resale to End Users any local 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 local retail Tariff or other retail Telecommunication Service offerings (hereinafter, "resold services"). Terms, conditions, and use limitations for CLEC shall be in Parity with services offered by CenturyLink to its End Users. The list of services described herein which CenturyLink shall make available to CLEC for resale pursuant to this Agreement is neither all inclusive nor exclusive.

81.2 Resale 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 services for resale, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink 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 facilities 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 price quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

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

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

81.5 When applicable, 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.

82. GENERAL TERMS AND CONDITIONS FOR RESALE SERVICES

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

82.2 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 Agreement 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.

82.3 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 unless CLEC orders and pays for such detail pursuant to the terms and conditions of this Agreement.

82.4 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).

82.5 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.

83. PRICING

83.1 Calculation of the Resale Discount and the Resulting Resale Rate. A discount as shown in Table 1 shall apply to the retail rate of 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.

83.2 Promotions. CenturyLink will 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 will make available for resale those promotional offerings that are less than ninety (90) Days in duration; however, any special promotional rate or other promotional offering 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.

83.3 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 will be the LSR Service Order charge.

83.4 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 service provider to CLEC, CenturyLink will charge CLEC the normal LSR Service Order charges and/or non-recurring charges associated with said additions.

83.5 End User Contractual Arrangements. CenturyLink will offer for resale its currently existing (signed by an End User) Contract Service Arrangements, Special Arrangements, or ICBs in accordance with FCC and Commission Rules and Regulations. The End User's contractual arrangement with CenturyLink will terminate and any applicable termination liabilities will be charged to the End User. The terms of the terminated CenturyLink Contract Service Arrangement, Special Arrangement or ICB will apply to the respective resold services beginning on the date CLEC commences to provide service to the End User and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB.

83.5.1 CenturyLink will bill CLEC the rate in the Contract Service Arrangement, Special Arrangement or ICB until the originally contracted end date for such services.

83.5.2 If CenturyLink does not receive a termination notice for the arrangement from CLEC that specifies termination on the contractual end date, CLEC will have the choice of accepting a new contractual arrangement at then-current terms and pricing or moving to the closest Tariffed or otherwise offered service equivalent. If CLEC does not invoke its choice within 10 Business Days following the end date, then CenturyLink may select either alternative at its discretion. Any change in the rates shall be retroactive to the most recent arrangement end date.

83.5.3 Notwithstanding Section 83.5.2, CenturyLink at its discretion may terminate any contractual arrangement at the specified end date with no obligation to offer any replacement service.

83.6 Nonrecurring Charges. The resale discount, as shown in the Resale attachment of this Agreement, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement, in CenturyLink's applicable retail Tariffs or as otherwise offered on a retail basis.

84. LIMITATIONS AND RESTRICTIONS ON RESALE

84.1 In addition to the limitations and restrictions set forth in this Agreement, 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.

84.2 Cross-Class Selling. CLEC will 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).

84.3 Intentionally Left Blank.

84.4 Advanced Telecommunications Services Sold to ISPs. Advanced Telecommunications Services (Advanced Services) sold to Internet Service

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Providers (ISPs) as an input component to the ISPs' retail internet service offering shall not be eligible for the resale discount under the terms of this Agreement.

84.5 Voice Mail Service. Voice Mail Service is not a Telecommunications Service subject to resale under this Agreement. Where offered, CLEC may purchase Voice Mail Service and related services for its End Users at CenturyLink's retail rates; however, no resale discount applies.

84.6 Hospitality Service. CenturyLink will provide all blocking, screening, and other applicable functions available for hospitality lines under Tariff.

84.7 LIDB Administration. CenturyLink will maintain customer information for CLEC End Users who subscribe on a retail basis to resold CenturyLink local service dial tone lines, in CenturyLink's LIDB in the same manner that it maintains information in LIDB for its own similarly situated End Users. CenturyLink will update and maintain CLEC's information in LIDB on the same schedule that it uses for its own similarly situated End Users.

84.7.1 Until such time as CenturyLink's LIDB has the software capability to recognize a resold number as CLEC's, CenturyLink will store the resold number in its LIDB at no charge and will retain revenue for LIDB look-ups to the resold number.

84.8 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,

84.9 Special Access Services. CLEC may purchase for resale special Access Services; however, no resale discount applies.

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

84.11 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 82.

84.12 Universal Emergency Number Service. Universal Emergency Number Service is not a separate service 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 End User.

84.13 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. Use of a CenturyLink service for the transport or consolidation of any CLEC services to multiple End Users shall be considered service provided for CLEC's own use.

84.14 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.

84.15 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. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter. 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.

85. CHANGES IN RETAIL SERVICE

85.1 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 ninety (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 will provide notice to CLEC of such changes by posting the same to CenturyLink's Website, with email notification of such postings.

86. REQUIREMENTS FOR SPECIFIC SERVICES

86.1 E911/911 Services. CenturyLink will 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 will 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.

86.1.1 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.

86.2 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.

86.2.1 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.

a. If CLEC submits a request for a disconnection of an End User service and subsequently requests reconnection of the same End User service, the terms for suspension of service will apply.

b. Service Order charges and any applicable Tariff 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.

86.2.2 If CLEC suspends service for one of its End Users and fails to submit a subsequent disconnection order within the maximum number of Days permitted for a company-initiated suspension pursuant to the applicable Tariff or Applicable Law, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

86.2.3 If CLEC restores its End User, restoral charges will apply, and CLEC will be billed for the appropriate service from the time of suspension.

86.3 End User Retention of Telephone Number. Telephone numbers may not 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.

87. PRE-ORDERING AND ORDERING

87.1 CenturyLink will provide pre-ordering and ordering services for resale services to CLEC consistent with CenturyLink's published Standard Practices.

87.2 Telephone Number Assignments. Where CLEC resells service to a new (not currently existing) End User, CenturyLink will allow CLEC to place Service Orders and receive phone number assignments.

87.2.1 When CLEC uses numbers from a CenturyLink NXX, CenturyLink will provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs will remain CenturyLink's responsibility.

87.2.2 CenturyLink will provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC.

87.2.3 In conjunction with an order for service, and only to the extent

such are available, CenturyLink will accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID, Centrex, and Hunting arrangements, as requested by CLEC.

87.2.4 Number reservations. Number reservations shall only be made available to CLEC for the same time period that CenturyLink offers to its own subscribers pursuant to Tariff or other published terms. CenturyLink reserves the right to cancel any number reservation without notice upon the end of the specified time period.

a. CenturyLink will not accept any number reservations from CLEC if CenturyLink's own subscribers are not offered the ability to reserve numbers.

b. For simple services number reservations and aging of CenturyLink's numbers, CenturyLink will provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, CenturyLink will provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

87.3 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 Article IV 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 as described in the published CenturyLink Standard Practices.

88. ACCESS CHARGES

88.1 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 Service revenues when providing Switched Access Services for CLEC's retail End Users served via resale. When CLEC resells special access to its End Users, CenturyLink is not entitled to any special access revenues from CLEC's End Users.

89. RESALE OF CLEC'S TELECOMMUNICATIONS SERVICES

89.1 CLEC also acknowledges that CLEC is required pursuant to 47 U.S.C. §251(b) to make available its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, CLEC shall provide for resale of CLEC's Telecommunications Services under the same terms and conditions as those that are offered by CenturyLink to CLEC under this Agreement.

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ARTICLE VIII. ADDITIONAL SERVICES

90. NUMBER PORTABLITY

90.1 Definitions. For purposes of this Section governing Number Portability, the following definitions shall apply:

90.1.1 Coordinated Hot Cut (CHC): A combined and simultaneous effort between local service providers to perform the completion of a Local Service Request order.

90.1.2 Donor Party: The Party that is receiving the number port request and is relinquishing the ported number.

90.1.3 Local Routing Number (LRN): A ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

90.1.4 Number Portability (NP): The in-place long-term method of providing Number Portability (NP) using the LRN method.

90.1.5 Recipient Party: The Party that is initiating the number port request and is receiving the ported number.

90.1.6 Simple Ports: Those ports meeting the FCC's definition of "Simple" ports

90.1.7 Ten-Digit Unconditional Trigger Method (TDT): 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 in less downtime to the End User.

90.2 Number Portability (NP). Each Party will provide local Number Portability and obtain End User authorization in accordance with the Act, and applicable FCC rules, regulations and orders as amended from time to time. CLEC shall provide NP to CenturyLink under no less favorable terms and conditions as when CenturyLink provides such services to CLEC. The Act requires allowing End Users to change local service providers and retain the same telephone number(s) within the serving Rate Center utilizing the portability method as defined by the FCC. The Parties recognize that the Act and the applicable FCC rules, regulations and orders limit porting to carriers having facilities or numbering resources in the same Rate Center, or to carriers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, and do not mandate location portability and the Parties will not submit orders for such non-mandated types of portability.

90.3 Testing

90.3.1 If CLEC has not initiated porting with CenturyLink in a specific exchange, prior to port order submission, CLEC will conduct testing with CenturyLink as required by the NANC LNP Guidelines incorporated by reference in 47 C.F.R. §52.26.

90.3.2 CLEC must be NPAC certified and have met CenturyLink testing

parameters prior to activating LNP. Each Party will bear its own expenses for testing.

90.3.3 The Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

90.3.4 The Parties shall cooperate in testing performed to ensure interconnectivity between systems. The Parties shall notify each other at least sixty (60) days in advance of any system updates that may affect the porting operations of CLEC or CenturyLink. Each Party shall, at each other's request, jointly perform tests to validate the updated operations.

90.4 A Party requesting a number to be ported must send the other providing Party a LSR. If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" documented on the CenturyLink Wholesale Website and comply with applicable FCC rules, regulations and orders.

90.4.1 End User Non-Payment. CenturyLink will port numbers for customers whose service has been suspended for non-payment. However, CenturyLink will not port numbers once the customer's service has been disconnected.

90.4.2 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC 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.

90.4.3 Inactive Numbers. CenturyLink will not port numbers not currently being used by a CenturyLink End User or previously reserved on an existing CenturyLink End User's account.

90.4.4 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG

90.4.5 Porting Interval. Both Parties agree to porting intervals as mandated by the FCC or as provided in the LNPA WG Best Practices. (http://www.npac.com/lnpa-working-group-/lnp-best-practices) The following terms shall also apply:

a. Local Number Portability (LNP) orders for Simple Ports may not be expedited.

b. Mass Calling Events. The Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port Mass Calling numbers using switch translations and a choke network for call routing. Porting on Mass Calling numbers will be handled

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outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for Mass Calling numbers.

90.4.6 FOC. Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party at intervals as mandated by the FCC or as provided in the LNPA WG Best Practices. (http://www.npac.com/lnpa-working-group-/lnp-best-practics)

90.4.7 Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of LSRs for non-standard requests such as coordinated cutovers including but not limited to Coordinated Hot Cuts and after hours cutover requests. The Parties may mutually agree on using a project management approach for very large volumes of number ports such as a large business, hospital or government agency cutover.

a. CLEC bears sole responsibility for any End User issues associated with porting cutovers when CenturyLink recommends a project approach and CLEC declines to use such a process.

90.4.8 Service Order Charge. The Party receiving the LSR will bill the Service Order charge set forth in Table 1 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. The receiving Party will also bill an additional Service Order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

90.4.9 When CenturyLink receives an un-queried call from CLEC to a telephone number that has been ported to another local services provider, the Transit rate and the LNP query charges found in Table 1 will apply.

90.4.10 IXC Revenue. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange customer whose telephone number has been ported from one Party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to End Office Switching, local transport, RIC, and CCL. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access Tandem fees and appropriate local transport charges.

90.4.11 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.

90.4.12 Each Party shall become responsible for the End User's other ancillary services, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when the port of the End User's telephone number to its switch is completed.

90.5 Cut-Over Process for Number Porting Orders

90.5.1 Ten-Digit Unconditional Trigger Method (TDT) Cut-Over

a. Where Technically Feasible, both Parties will use PNP-LRN cut-overs, which rely upon the TDT for porting numbers. CenturyLink will update its Website to identify the circumstances of which it is aware where use of TDT is not Technically Feasible.

b. Setting of ten digit triggers or an alternative must be used as shown in the FCC mandated NANC LNP Process Flows at http://www.npac.com/lnpa-working-group/nanc-lnp-process-flows (See Flows 9 and 10).

90.5.2 Coordinated Hot Cuts (CHC)

a. Where the Parties agree or are required to implement a 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.

b. Pricing for Number Portability CHCs

1. When a Recipient Party orders CHC service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable Charges set forth in Table 1.

2. Coordination of Service Order work outside normal business hours shall be at requesting Party's expense. Premium and overtime rates will apply as applicable for Service Order work performed outside normal business hours, weekends, and holidays.

3. 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.

91. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

91.1 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, 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 in a separate written agreement 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.

91.2 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.

92. BASIC 911 AND E911 SERVICE

92.1 E911 Universal Emergency Number Service is provided by CenturyLink to CLEC serving End Users in a geographic area where CenturyLink is the 911 Service Provider.

92.2 CenturyLink's 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 obligations in this Section.

92.2.1 Call Routing

92.2.1.1 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.

92.2.1.2 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's 911 Trunk group and will forward an identification code for display at the designated "Default" PSAP associated with the "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.

92.2.2 Facilities and Trunking

92.2.2.1 CenturyLink will provide transport facilities to interconnect CLEC to CenturyLink's SR, at standard CenturyLink access Tariff rates. Additionally, when diverse facilities are requested by CLEC, CenturyLink will provide such diversity where Technically Feasible and facilities are available at standard CenturyLink access Tariff rates.

92.2.2.2 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

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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.

92.2.3 Database

92.2.3.1 Where CenturyLink manages the ALI Database, CenturyLink shall store CLEC's End User 911 records.

92.2.3.2 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.

92.2.3.3 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 Table 1.

92.2.3.4 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.

92.2.3.5 Where CenturyLink manages the ALI Database, CenturyLink shall provide CLEC with one electronic file containing the MSAG annually for each county in the State for which this Agreement is applicable, in which CenturyLink is the 911 Service Provider, and in which CLEC exchanges Local Traffic with CenturyLink. Additional copies of the MSAG file are available at the rate set forth in Table 1.

92.2.3.6 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.

92.3 CLEC's Responsibilities. Where CenturyLink is the 911 Service Provider, CLEC shall have the obligations in this Section.

92.3.1 Call Routing

92.3.1.1 CLEC will transport 911 calls to the applicable CenturyLink Selective Router.

92.3.1.2 Where supported by CenturyLink and where Technically Feasible, CLEC may implement 911 Service using a Dynamic 911 solution

92.3.1.3 CLEC will forward the ANI information of the party calling 911 to the applicable CenturyLink Selective Router.

92.3.2 Facilities and Trunking

92.3.2.1 CLEC or its agent 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 or its agent will provision these facilities in accordance with applicable NENA standards; CLEC or its agent shall engineer its 911 Trunks to attain a minimum of 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.

92.3.2.2 CLEC acknowledges that End Users in a single Local Calling Area may be served by different SRs, and that CLEC or its agent shall be responsible for providing sufficient transport facilities and trunking to route 911 calls from its End Users to each of the proper 911 SRs.

92.3.2.3 CLEC or its agent 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. If CLEC or its agent uses MF signaling, it must transmit 911 traffic over a separate 911 Trunk group for each NPA (area code) served by affected PSAPs.

92.3.2.4 Where diverse routing to CenturyLink SRs 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.

92.3.2.5 CLEC is responsible for determining and

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maintaining the proper quantity of 911 dedicated one-way outgoing trunks and facilities from its switch(es) to the CenturyLink SR.

92.3.2.6 CLEC or its agent 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 911 facilities from CenturyLink at the rates set forth in Table 1 or require its agent to order such facilities.

92.3.2.7 CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

92.3.3 Selective Router Port Charges/Terminations for Connecting Companies

92.3.3.1 When the CLEC is provisioning the 911 Trunks, the 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 CLEC access to the Emergency Services network.

92.3.4 Database

92.3.4.1 Once 911 Trunks have been established and tested between CLEC and appropriate SRs, CLEC or its agent shall be responsible for providing CLEC's End User records to CenturyLink for inclusion in CenturyLink's ALI Database.

92.3.4.2 CLEC shall assign a 911 database coordinator charged with the responsibility of forwarding CLEC End User ALI record information to CenturyLink.

92.3.4.3 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 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 the CLEC provided data, the data shall be returned to the Company ID owner 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

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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 Table 1.

92.3.4.4 CLEC assumes all responsibility for the accuracy of the data that CLEC or their agent provides to CenturyLink.

92.3.4.5 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.

92.3.4.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

92.3.5 Other

92.3.5.1 CLEC shall obtain its own pANIs for each PSAP to which CenturyLink provides or shall provide coverage, and shall supply these pANIs 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 pANIs to be allocated to each PSAP as may be appropriate under the circumstances.

92.3.5.2 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 Applicable Law.

92.4 Responsibilities of Both Parties

92.4.1 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).

92.4.2 Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS trunking rather than CAMA MF trunking.

92.4.3 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.

92.4.4 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network (including any facilities not from CenturyLink). CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its

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.

92.5 CenturyLink 911 Transit Service

92.5.1 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 Service Provider designated by the applicable PSAP(s). This section becomes applicable when CLEC utilizes 911 Transit Service from CenturyLink. Such 911 Transit Service is subject to the rates set forth in Table 1, which 911 transit charges shall be in addition to any applicable charges for 911 Service provided to CLEC.

92.5.2 Where CLEC utilizes CenturyLink's 911 Transit Service:

92.5.2.1 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.

92.5.2.2 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. 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. 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.

92.5.2.3 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.

92.6 Methods and Practices

92.6.1 Each Party will comply with all of the following to the extent that

they apply to 911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission.

92.7 Ordering

92.7.1 CLEC will identify geographic territory CLEC will provide service in its trunk forecast submitted to CenturyLink. CLEC will be informed of the applicable SR(s) and configuration required by CenturyLink as part of the pre-ordering process.

92.7.2 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, and to provide required information to such PSAP(s) or government entities as required by such PSAP(s) or government entities prior to initiating the pre-ordering process for 911 Service provided by CenturyLink.

92.8 Basis of Compensation

92.8.1 Compensation to CenturyLink for provision of 911 Service will be in accordance with the charges set forth in Table 1.

92.8.2 Charges will begin on the date of connection to 911 Service.

92.8.3 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 (ICBs) 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.

92.9 Liability

92.9.1 911 Service is provided by CenturyLink subject to limitation of liability under Applicable Law and the following subsections.

92.9.2 CenturyLink's entire liability to CLEC or any person for interruption or failure of any aspect of 911 Service shall be limited by the terms set forth in this Section, and in any sections of other Articles which apply to the provision of services by CenturyLink. 911 Service is offered solely to assist CLEC in providing 911 Service to its End Users in conjunction with applicable fire, police, and other public safety agencies. By providing 911 Service to CLEC, CenturyLink does not create any relationship or obligation, direct or indirect, to any third party other than CLEC. 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 of any person other than CenturyLink, or arising from the use of CLEC provided facilities or equipment.

92.9.3 CenturyLink shall not be liable for 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 PSAPs or other agencies responding to calls using such information to provide a 911 Service.

92.9.4 It is the obligation of CLEC to properly route all 911 calls from CLEC's End Users. CenturyLink shall not have any responsibility for 911 calls that carry foreign dial tone, whether they originate within or outside of CLEC's service area.

93. DIRECTORY ASSISTANCE

93.1 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 written terms and conditions between CenturyLink and CLEC which will be attached to this Agreement as an Amendment.

94. DIRECTORY LISTINGS SERVICE

94.1 These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC End User information for inclusion in Directory Listings databases; and (ii) submit CLEC End User information for inclusion in published directories.

94.2 When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via Electronic Interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and order process by which CLEC can place an order with a single point of contact within CenturyLink.

94.3 CenturyLink will provide to CLEC the following Directory Listing Migration Options:

94.3.1 Migrate "As Is". Retain all white page listings for the End User in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

94.3.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.

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94.3.3 CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:

a. "LISTED" means the listing information is available for all directory requirements;

b. "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;

c. "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

94.4 Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC End Users who:

94.4.1 Disconnect Service;

94.4.2 Change Local Provider;

94.4.3 Install Service;

94.4.4 Change any service which affects DA information;

94.4.5 Specify Non-Solicitation; and

94.4.6 Change categories from Non-Published, Non-Listed, or Listed.

94.5 The charge for storage and maintenance of CLEC End User information in the DL system is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. If CLEC does not purchase UNE Loops or resold services, CLEC shall pay for such storage and maintenance services at the rate reflected on Table 1.

94.6 CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.

94.7 CLEC acknowledges that for a CLEC End User's name to appear in a directory, CLEC must either (i) submit an LSR (e.g. an LNP order) or a Directory Service Request (DSR) reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete an End User listing from CenturyLink's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR (such as an LNP order) or a DSR. All orders will be subject to applicable charges reflected on Table 1.

94.8 CLEC shall provide directory listings to CenturyLink pursuant to the directory listing and delivery requirements in the data format currently used by CenturyLink, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

94.9 Traditional White Pages Listings.

94.9.1 CenturyLink shall include in its master End User system

database all white pages listing information for CLEC End Users whose information was properly submitted a DSR.

94.9.2 When CLEC purchases UNE Loops or resold services at a specific address, one basic White pages listing for each CLEC End User is included in the rates or the Resale discount in Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table 1. A basic White Pages listing is defined as a customer name, address and one primary telephone number.

94.9.3 CLEC agrees to provide customer listing information for CLEC's subscribers to CenturyLink, at no charge. CenturyLink will provide CLEC with the appropriate format for provision of CLEC customer listing information to CenturyLink. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.

94.9.4 CLEC will be charged a Service Order entry fee upon submission of Service Orders into CenturyLink's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into CenturyLink's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

94.9.5 CLEC End User listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC End Users.

94.9.6 In addition to a basic White Pages listing, CenturyLink will provide Tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's End Users.

94.9.7 CenturyLink will accord CLEC End User listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC End User proprietary listing information will be limited solely to those of CenturyLink and CenturyLink's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. CenturyLink will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

94.9.8 CenturyLink will provide CLEC's End User listing information to any third party to the extent required by Applicable Rules.

94.10 Other Directory Services.

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94.10.1 Both parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this Agreement are not binding upon CenturyLink's directory publisher.

94.10.2 CenturyLink agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

94.10.3 The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

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ARTICLE IX. COLLOCATION

95. SCOPE OF COLLOCATION TERMS

95.1 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)).

95.2 Prices and fees for Collocation and other services under this Agreement are contained in Table 2.

95.3 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.

96. TERMINATION OF COLLOCATION SPACE

96.1 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.

96.2 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.

96.3 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 the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.

96.4 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

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.

96.5 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.

96.6 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 customers. In such cases, CenturyLink will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.

96.7 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives, CenturyLink shall have the right 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 contractual monthly fees paid by CLEC for the affected Collocation shall remain the same.

97. COLLOCATION OPTIONS

97.1 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.

97.2 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.

97.2.1 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 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.

97.3 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.

97.3.1 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.

97.3.2 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.

97.3.3 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.

97.4 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 a controlled environment 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 99.

97.4.1 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.

97.4.2 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 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).

97.4.3 CenturyLink will only permit DC power to be used for collocated equipment. and CLEC shall obtain such power for its collocated equipment from CenturyLink. CLEC agrees to convert any existing self-provided power equipment to CenturyLink-provided power within a reasonable timeframe, not to exceed six months, after the execution of this Agreement. CenturyLink will provide 110v AC power for occasional technician courtesy use, as requested, subject to it being Technically Feasible.

97.4.4 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.

97.5 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.

97.6 CenturyLink will provide Virtual Collocation in accordance with Applicable Law.

97.6.1 CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, and in consideration of $1 and the other benefits derived by CLEC from such Virtual Collocation arrangement, CLEC will lease such equipment to

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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.

97.6.2 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.

97.6.3 CenturyLink will install, maintain, and repair CLEC's equipment needed for the Virtual Collocation 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. Rates for these services will be developed during the application process and must be accepted by CLEC prior to CenturyLink's commencement of work. The following services are not covered by this Agreement:

a. services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;

b. service of attached, related, collateral or ancillary equipment or software not covered by this Section;

c. repairing damage caused to CLEC's Virtually Collocated equipment by persons other than CenturyLink, or its authorized contractors, or

d. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of CenturyLink.

97.6.4 CLEC warrants that CenturyLink shall have quiet enjoyment of the Virtually Collocated 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.

a. 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.

97.6.5 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 2 or as filed in a Tariff and approved by the Commission.

98. DEMARCATION POINT

98.1 CenturyLink will designate the point of demarcation between CenturyLink's equipment and CLEC's collocated equipment, which point of demarcation shall be in or adjacent to its Collocation space unless otherwise mutually agreed to by the Parties. 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.

98.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the Demarcation Point.

98.3 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.

99. APPLICATION PROCESS

99.1 CLEC will submit the appropriate form which is located on CenturyLink's Website 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.

99.1.1 CLEC will complete the Application, and return it, along with the appropriate Application Fee, to CenturyLink. The Application shall 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.

99.1.2 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 (an "Augment), CLEC will complete a subsequent Application detailing all

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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 direct costs of work performed for CLEC's benefit.

99.1.3 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.

99.2 If CLEC wishes CenturyLink to consider multiple methods for Collocation on a single Application, CLEC will 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.

99.3 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 (10) 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.

99.4 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.

99.5 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.

99.5.1 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.

99.5.2 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.

99.6 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.

99.6.1 If CLEC contests CenturyLink's notice that there is not sufficient space for Physical Collocation in the Central Office, the matter will be handled pursuant to the Dispute Resolution provisions of this Agreement, and the Parties agree to request expedited resolution of the dispute if the dispute is ultimately submitted to the State Commission for determination 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 (6) months.

99.6.2 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 complete Application, together with the applicable fee, and not the date of denial for lack of space.

99.6.3 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.

99.6.4 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 complete Application together with the applicable fee, and not the date of denial for lack of space.

99.7 CenturyLink will provide a price quote within thirty (30) Days of receipt of a complete and accurate single Application and applicable Application fee. The price quote response period will be increased by one Day for every additional Application received from CLEC on that same Day.

99.8 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 within the time period specified that Physical Collocation should proceed.

99.9 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 under Section 99.4.

99.10 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.

99.11 All price quotes accepted by CLEC along with the associated Applications will become binding attachments to this Agreement and will control the respective billing, payment, use, and provisioning obligations of the Parties.

100. SPACE RESERVATION

100.1 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 98. 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.

101. PROVISIONING INTERVALS

101.1 Unless otherwise agreed to by the Parties, 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, unless such arrangements require special construction, in which case the additional time necessitated by such special construction will be specified as part of CenturyLink's quote. If CenturyLink or CLEC is unable to complete construction as provided herein, the Parties will agree to a mutually acceptable interval or CenturyLink may petition the Commission for waiver.

102. CONSTRUCTION AND COMMENCEMENT OF BILLING

102.1 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

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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.

102.2 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, 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 and modify its installation to achieve compliance prior to turning up its equipment and facilities.. 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) the date that 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 and the provisions of this Agreement 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.

102.3 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, which shall be subject to Section 99.4. CLEC will pay all applicable fees, including any nonrecurring charges required by CenturyLink, prior to CenturyLink commencing construction of the Collocation space.

102.4 CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CenturyLink to prepare any Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space which may be required by Applicable Law 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.

102.5 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.

102.6 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.

102.7 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.

103. EQUIPMENT

103.1 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 C.F.R. §51.323(b-c).

103.2 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 and 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 its CenturyLink approved contractor on CLEC's behalf. No CLEC equipment or supplies may be delivered, other than by CLEC or its 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.

103.3 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.

103.4 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 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 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.

103.5 If CLEC has provisioned services to any customers without being in compliance with the terms of this Agreement governing Collocation arrangements and the installation and operation of equipment within a Collocation arrangement, CLEC will be billed access rates for all services for the period beginning with the installation of the services until the Collocation arrangement is brought into compliance.

104. AUGMENTS AND ADDITIONS

104.1 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 CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.

104.2 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 contained in Table 2 fee will apply.

104.2.1 Major Augments are those requests that include, but may not be limited to, one or more of the following:

a. require additional AC or DC power or add or remove power cables,

b. add equipment that generates additional BTUs of heat,

c. require additional floor space,

d. add or remove cable terminations and/or entrance cables,

e. require installation of cable racking or other support structures, or

f. request additional cross connects for access to Unbundled Network Elements that exceed 2000 DS-0s or 168 DS-1s or 96 DS-3s. Augment requests that mix DS-0, DS-1, and/or DS-3 cross connects will be evaluated on an ICB basis.

104.2.2 Minor Augments are those requests that:

a. do not meet the requirements for a major Augment,

b. do not involve exceeding the capacity of the existing electrical/power or HVAC system,

c. request additional cross connects for access to Unbundled Network Elements that use existing panels, relay racks, and racking and do not exceed the listed major Augment cross connect quantities, or

d. do not require power work-arounds (e.g.; changing a DC power fuse or extending occasional use AC power circuits).

104.3 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 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

105. USE OF COMMON AREAS

105.1 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 available. All common areas shall remain under the exclusive control and

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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 CLEC's equipment and space.

105.2 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.

105.3 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.

105.4 CenturyLink shall furnish, to the same extent it provides to itself and Affiliates, 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.

106. CO-CARRIER CROSS CONNECTION

106.1 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.

106.1.1 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.

106.2 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 C.F.R. §51.323(k)(3).

107. RATES

107.1 The rates for Collocation are listed on Table 2.

107.2 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.

107.3 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.

107.4 Facility Modifications

107.4.1 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.

107.4.2 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.

107.4.3 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.

107.4.4 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

depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

107.4.5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

108. CENTURYLINK SERVICES AND OBLIGATIONS

108.1 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 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.

108.1.1 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 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.

108.1.2 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.

108.2 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 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.

108.2.1 CenturyLink does not warrant or ensure the reliability or quality of the electric service which is provided to its Buildings or any Collocation Space within such Buildings. CenturyLink reserves the right to make changes to the primary and backup electric

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service within Buildings where CLEC has Collocation Space, subject to the following: (i) the primary electric service shall continue to be capable of serving the same load that existed at the Building prior to any change, taking into account existing equipment and operations of both CenturyLink and CLEC within the Building, and (ii) written notice describing the nature of the change shall be given to CLEC sufficiently in advance should CenturyLink believe such change will impact power delivered to CLEC to reasonably enable CLEC to adjust, replace, reconfigure or augment the service to its Collocation Space or the equipment within such Collocation Space, at its own cost, to coordinate with the electric service which will be available in the Building.

108.2.2 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 CLEC's equipment shall not exceed the requested capacity.

108.2.3 Central Office power supplied by CenturyLink into CLEC's 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.

108.2.4 CenturyLink power equipment supporting CLEC's equipment shall:

a. 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;

b. 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;

c. 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;

d. 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

e. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's Collocation request.

108.2.5 CenturyLink shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2.

108.2.6 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.

108.2.7 CenturyLink will provide CLEC with written notification within ten (10) Business Days of any scheduled 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.

108.2.8 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.

a. 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.

108.3 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.

108.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation space by CenturyLink as required by applicable fire codes.

108.3.2 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

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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, 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 Collocation space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify CenturyLink.

108.3.3 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.

108.4 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.

108.4.1 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 delays 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.

108.4.2 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

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space.

108.4.3 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.

108.5 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.

108.6 CenturyLink reserves the right to stop any service when CenturyLink deems such stoppage necessary by reason of a Force Majeure Event or as a result of an accident or emergency, or for repairs, improvements or otherwise; however, CenturyLink agrees to use its best efforts not to interfere with CLEC's use of Collocation space. CenturyLink does not warrant that any service will be free from interruptions caused by Force Majeure Events.

108.6.1 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.

108.7 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 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.

108.7.1 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 loss occasioned by the exercise of CenturyLink's access rights, except in the event such damages result solely from the willful misconduct of CenturyLink.

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108.7.2 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.

109. CLEC'S OBLIGATIONS

109.1 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.

109.2 CLEC agrees to abide by all of CenturyLink's security practices for non-CenturyLink employees with access to the Building, including, without limitation:

109.2.1 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.

109.2.2 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 2.

109.2.3 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.

109.2.4 In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to CenturyLink and other parties authorized to access the Premise.

109.2.5 CLEC's employees, agents, invitees and vendors must display identification cards at all times.

109.2.6 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.

109.2.7 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.

109.2.8 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.

109.2.9 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.

109.2.10 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.

109.3 CLEC will provide CenturyLink with written notification within ten (10) Business Days of any scheduled 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.

109.4 CLEC shall not provision and/or install Uninterruptible Power Supply (UPS) systems within the CenturyLink Premises. The customer 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.

109.5 CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation space.

109.6 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 customer 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.

109.7 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.

109.8 CLEC shall, with the prior written consent of CenturyLink, have the right to provide additional fire protection systems within the Collocation space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation space.

109.8.1 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 CLEC's Collocation space as compared to the total available Collocation space in the affected portion of the Building.

109.9 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.

109.9.1 CLEC shall provide CenturyLink copies of all Material Safety Data Sheets (MSDSs) for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. §1910.1200 and applicable State regulations if such regulations are more stringent.

109.9.2 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,. 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.

109.9.3 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 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.

109.9.4 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 C.F.R. §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.

109.10 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 customers, or the occupants of neighboring

property, or injure the reputation of the Premises.

109.10.1 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.

109.10.2 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.

109.10.3 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.

109.10.4 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 as specified in this Agreement without the prior written consent of CenturyLink.

109.10.5 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. 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.

109.10.6 CLEC shall not, without the prior written consent of CenturyLink install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus 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.

109.10.7 CLEC shall not use the Collocation space for meeting, housing, lodging or sleeping purposes.

109.10.8 CLEC shall not eat, drink, or smoke in the Collocation space.

109.10.9 CLEC shall not bring any animals to the Collocation space except those used by the visually impaired. In the case of such

a need, advance notice is required.

109.10.10 CLEC, its employees, agents, contractors, and business invitees shall:

109.10.10.1 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

109.10.10.2 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.

109.11 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.

109.11.1 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.

a. 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.

109.11.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation space by and at the 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.

109.11.3 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.

109.12 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.

109.13 Equipment Grounding. CLEC equipment shall be connected to CenturyLink's grounding system.

109.14 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.

110. BUILDING RIGHTS

110.1 CenturyLink may, without notice to CLEC:

110.1.1 Change the name or street address of the Premises;

110.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

110.1.3 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;

110.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation space, excluding CLEC's safes;

110.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;

110.1.6 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;

110.1.7 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;

110.1.8 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;

110.1.9 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;

110.1.10 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.

110.2 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.

110.3 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.

111. INDEMNIFICATION

111.1 CLEC shall indemnify, defend, save and hold CenturyLink harmless from any and all claims arising from:

111.1.1 CLEC's use of the Collocation space;

111.1.2 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;

111.1.3 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;

111.1.4 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;

111.1.5 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(30) day period;

111.1.6 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.

112. PARTIAL DESTRUCTION

112.1 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.

112.2 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, 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 contractual monthly fees paid by CLEC for the affected Collocation shall not abate.

112.3 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. EMINENT DOMAIN

113.1 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 consideration shall be payable by CenturyLink to CLEC for such cancellation, and CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings

114. BANKRUPTCY

114.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, CenturyLink may, if CenturyLink so elects but not otherwise, and with or without notice of such election or other action by CenturyLink, forthwith terminate this Agreement.

115. ASBESTOS

115.1 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.

116. MISCELLANEOUS

116.1 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.

116.2 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.

116.3 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.

116.4 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.

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ARTICLE X. PRICING

117. GENERAL PRICING TERMS

117.1 All prices under this Agreement are set forth in the attachments designated Table 1 and Table 2 of this Agreement which are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table 1 or Table 2, or is not subject to Section 52, CenturyLink will develop a rate consistent with the relevant Section.

117.2 Subject to the provisions of Section 62.1, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

118. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

118.1 Interconnection. Every Interconnection and service provided by CenturyLink, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Agreement, which are legitimately related to such Interconnection or service, including rates set forth in this Article, as in applicable Tariffs, or as specified by the Interconnection terms.

118.2 Unbundled Network Elements. The charges that CLEC shall pay to CenturyLink for Unbundled Network Elements are set forth in Table 1 of this Agreement.

118.3 Collocation. The charges that CLEC shall pay to CenturyLink for Collocation are set forth in Table 2 of this Agreement.

119. APPLICATION OF NON RECURRING CHARGES

119.1 Pre-ordering:

119.1.1 “Account Establishment” is a one-time charge applied the first time that CLEC orders any service from a CenturyLink Affiliate that is a Party to this Agreement.

119.1.2 “Customer Record Search” applies when CLEC requests a summary of the services currently subscribed to by the End User Customer.

119.2 A Service Order Charge for all LSRs (including Number Portability and NID LSRs) will be applicable when submitting a LSR for any reason other than for CSR purposes; CSRs will be charged at the CSR rate. 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.

119.3 Custom Handling. These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs:

119.3.1 “Service Order Expedite” applies if CLEC requests service prior to the standard due date intervals.

119.3.2 “Coordinated Hot Cut” applies when the LSR requests a Coordinated Hot Cut, a combined and simultaneous effort

between CenturyLink and CLEC to perform the completion of a LSR order.

119.3.3 "Time and Materials" charges apply for non-standard or individual-case-basis work requested by CLEC.

119.3.4 "NID Outside Facility Connection" applies in addition to the ISO when incremental fieldwork is required.

120. NON-RECURRING CHARGES (NRCS) FOR RESALE SERVICES

120.1 NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this attachment, will be charged from the appropriate retail Tariff.

120.2 For subscriber conversions requiring coordinated cut-over activities, coordinated hot cut charges will apply on a per order basis in addition to all other appropriate charges.

121. TO BE DETERMINED (TBD) PRICES

121.1 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 Table 1 or 2 and there are no corresponding prices or rates in such Table 1 or 2, such price shall be considered TBD.

121.2 In the event the Parties are unable to agree upon a price for a TBD item, CenturyLink will use the Tariffed rate, if one exists, for the most analogous Tariffed product or service as the interim price. Either Party may then invoke the dispute resolution process set forth in Article II 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.

122. INDIVIDUAL CASE BASIS PRICING (ICB)

122.1 Individual Case Basis (ICB) pricing will be provided by CenturyLink upon request from CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.

122.2 CenturyLink will process ICB Pricing requests upon receipt from CLEC. CenturyLink will provide CLEC a price quote within thirty (30) Business Days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) Business Days from the receipt of the request.

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ARTICLE XI. MISCELLANEOUS

123. AUTHORIZATION AND AUTHORITY

123.1 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 it has had the opportunity to consult with legal counsel of 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.

123.2 CenturyLink represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

123.3 CLEC represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

124. COUNTERPARTS

124.1 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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SIGNATURE PAGE

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

New Horizon Communications Corp.	United Telephone Company of the West d/b/a CenturyLink
DocuSigned by: Glen E. Nelson 431FD132660140B...	05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen
Signature	Signature
Glen E. Nelson	L T Christensen
Name Printed/Typed	Name Printed/Typed
VP Marketing and Business Development	Director – Wholesale Contracts
Title	Title
7/23/2014	7/24/2014
Date	Date