ORIGINAL

NEW APPLICATION

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BEFORE THE ARIZONA CORPORATION COMMISSION

AZ CORP COMMISSION
DOCKET CONTROL

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Commissioner
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Commissioner

Arizona Corporation Commission
DOCKETED
SEP 25 2012

DOCKETED BY MR

IN THE MATTER OF THE APPLICATION OF QWEST CORPORATION dba CENTURYLINK QC FOR APPROVAL OF AGREEMENT FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE OF TELECOMMUNICATIONS SERVICES WITH RE-INVENT TELECOM, LLC	**DOCKET NO.** T-01051B-12-0417 T-20756A-12-0417 **QWEST CORPORATION dba CENTURYLINK QC'S APPLICATION FOR APPROVAL OF AGREEMENT FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE WITH RE-INVENT TELECOM, LLC**

Qwest Corporation dba CenturyLink QC ("CenturyLink") hereby submits to the Arizona Corporation Commission (the "Commission") this Application for Approval of the Agreement for Interconnection, Unbundled Network Elements, Ancillary Services and Resale with Re-Invent Telecom, LLC ("Re-Invent Telecom"). In support of this Application, CenturyLink states as follows:

I.

CenturyLink is a Colorado Corporation and incumbent local exchange carrier in Arizona.

II.

Re-Invent Telecom is engaged or intends to be engaged in the business of providing telecommunications services in the State of Arizona.

III.

Re-Invent Telecom and CenturyLink entered into the Agreement to establish terms, conditions and pricing under which CenturyLink will offer and provide network Interconnection, access to unbundled Network Elements, Ancillary services and Telecommunication Services available for resale within the geographical areas in which both Parties are providing local Exchange Service at this time and for which CenturyLink is the Incumbent Local Exchange Carrier ("ILEC") within the state of Arizona for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein. This Agreement was reached through voluntary negotiations without resort to arbitration and is submitted pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act") and the requirements of A.A.C. R14-2-1506. A copy of the Agreement is attached and incorporated as Exhibit A.

IV.

Section 252(e) of the Acts directs that a state commission may reject an agreement reached through voluntary negotiations only if the commission finds that:

A. The agreement (or a portion thereof) discriminates against a telecommunications carrier not a party to the agreements; or

B. The implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

V.

A.A.C. R14-2-1506(C)(1)(b) requires that the request for approval of an interconnection agreement summarize the main provisions of the agreement, set forth the parties' position as to why the agreement should be adopted, state why the agreement does not discriminate against

non-party telecommunications carriers, is consistent with the public interest, convenience and necessity, and is consistent with applicable state law requirements.

Pursuant to these requirements the main provisions of the Agreement are summarized as follows:

Section 5.2 provides that this Agreement shall become effective upon Commission approval and shall expire three (3) years from the Effective Date.

Section 5.3 established procedures for maintaining "Proof of Authorization" as required by federal and state law, as amended from time to time.

Section 5.4 establishes procedures and due dates for payment and deposits, credit status, interest and End User Customer notification of any pending disconnection.

Section 5.5 puts the primary responsibility for collection and payments of taxes on the party upon which the obligation for payment is imposed under Applicable law.

Section 5.10 restricts both parties' ability to use each other's patents, trademarks, or copyrighted information and, except in limited circumstances, prohibits both parties from using each others' brand names in verbal or written communications with end-user customers. Similarly, Section 5.25 restricts publicity by Re-Invent Telecom without obtaining prior written approval from CenturyLink.

Section 5.19 provides that this Agreement shall be interpreted in accordance with applicable federal and the state law of Arizona.

The Agreement provides that CenturyLink will make available for resale specified local exchange services within the state of Arizona. The list of services available for resale and the applicable discount rates are referenced in Section 6 and Exhibit A of this agreement. Certain services will be made available for resale but at no discount, as identified in Section 6.3 or in individual state tariffs.

Section 6.2.3 requires CenturyLink to provide service in accordance with applicable service quality standards and in the same manner it provides these services to others, including other Resellers and end users.

Section 6.3.2 imposes a "Customer Transfer Charge," specified in Exhibit A to the Agreement.

Sections 6.3.7, 6.3.8 and 6.3.9 set out the different scenarios when state commission ordered rates and charges may be incorporated in the Agreement.

Section 7 provides the terms and conditions for the interconnection of Re-Invent Telecom and CenturyLink networks for the mutual exchange of traffic, specifically Exchange Service (EAC/Local Traffic), Exchange Access (IntraLATA Toll) traffic and the exchange of Transit Traffic and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic.

Section 8 allows Re-Invent Telecom to place equipment at CenturyLink's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection.

Under Section 9, CenturyLink agrees to provide the following Unbundled Network Elements: Unbundled Loops; Sub-Loop Unbundling; Network Interface Device (NID); Unbundled Dedicated Interoffice Transport (UDIT); Additional Unbundled Elements and Construction Charges.

Section 10 described the terms, conditions and rates for Ancillary Services, such as Local Number Portability; 911/E911 Service; White Pages Directory Listings; Directory Assistance; Directory Assistance List; Toll and Assistance Operation Services and Access to Poles, Ducts, Conduits, and Rights of Way.

Section 12 explains that CenturyLink has developed its Operational Support Systems ("OSS"). The OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning and Maintenance and Repair.

VII.

In accordance with Section 252(e) of the Act and A.A.C. R14-2-1506(C)(1)(b), CenturyLink submits that the Agreement provides no basis for a finding of discrimination or contravention of the public interest.

First, the Agreement does not discriminate against any other telecommunications carrier. CenturyLink is offering the same terms and conditions contained in the Agreement to all other interested carriers.

Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies in the Commission, the State of Arizona, the FCC, and the U.S. Congress. The Agreement will enable Re-Invent Telecom to enter into the local exchange market and provide customers with increased choices among local exchange service areas in Arizona.

VIII.

The terms of the Agreement are consistent with the applicable state law and the rules and regulations of the Commission.

IX.

Because the Agreement is a result of voluntary negotiations, CenturyLink requests that the Commission issue its order summarily and without hearing at the earliest possible date.

X.

All communications regarding this Application should be addressed to the following representatives:

Shane Gregory
Director of Operations
Re-Invent Telecom, LLC
10190 E Mckellips Road
Scottsdale, AZ 85256

Jose Crespo
CO\OSP Manager
Re-Invent Telecom, LLC
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Qwest Corporation dba CenturyLink QC
Director Interconnection Agreements
1801 California, Suite 2400
Denver, CO 80202

CenturyLink Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

CONCLUSION

For the foregoing reasons, CenturyLink respectfully requests that the Commission expeditiously process this matter without a hearing and issue an Order granting the Application in its entirety.

QWEST CORPORATION d/b/a
CENTURYLINK QC

By Norman G. Curtright

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ORIGINAL and 13 copies hand-delivered
for filing this 25th day of September, 2012, to:

Docket Control
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

Copy of the foregoing were mailed
this 25th day of September, 2012, to:

Shane Gregory
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Jose Crespo
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Director Interconnection Agreements
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CenturyLink Law Department
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1801 California Street, 10th Floor
Denver, CO 80202

Reed Peterson

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AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES PROVIDED BY

QWEST CORPORATION DBA CENTURYLINK QC

FOR

RE-INVENT TELECOM, LLC.

IN THE STATE OF ARIZONA

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SECTION 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

1.2 This Agreement is effective upon the approval of the Commission, and is between Re-Invent Telecom, LLC (a "Competitive Local Exchange Carrier" or "CLEC"), a domestic LLC organized under the laws of the Salt River Pima-Maricopa Indian Community ("SRPMIC") and managed by Saddleback Communications Company, a division of SRPMIC, that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, and Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for each Party's particular purposes, including CenturyLink 's purposes of fulfilling CenturyLink's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. This Agreement is between CLEC and CenturyLink the Local Exchange Carrier, and not CenturyLink in its capacity as an Interexchange Carrier (IXC).

1.3 This Agreement sets forth the terms, conditions and pricing under which CenturyLink will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements ("UNEs"), Ancillary Services and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local Exchange Service at that time, and for which CenturyLink is the incumbent Local Exchange Carrier within the state of Arizona (the "State") for purposes of providing local Telecommunications Services. CenturyLink shall provide such Interconnection, UNEs, Ancillary Services and Telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder. This Agreement is available for the term set forth herein.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.7.1 If the Commission orders, or CenturyLink chooses to offer and CLEC desires to purchase new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the Statement of Generally Available Terms and Conditions (SGAT) or a Tariff, CenturyLink will notify CLEC of the availability of these new services through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the applicable product questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept CenturyLink's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by CenturyLink, and include as an attachment, the discreet terms and conditions available on CenturyLink's wholesale web site, that CenturyLink has identified as pertaining to

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the new product. Rates for new products are interim and subject to true-up, upon approval by the Commission. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to CenturyLink pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by CenturyLink for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on CenturyLink's wholesale web site that CenturyLink has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.7.2 If the Commission orders, or CenturyLink chooses to offer and CLEC desires to accept intervals longer than those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered by the Commission). The forms of such letters are attached hereto as Exhibits N -O.

1.7.2.1 Notwithstanding any other provision in this Agreement, the intervals in Exhibit C may be shortened pursuant to the Change Management Process (CMP) without requiring the execution or filing of any amendment to this Agreement.

1.8 The Parties shall comply with Section 252(i) of the Act and any related FCC rule(s).

1.9 If at any time while this Agreement is in effect, CenturyLink provides, pursuant to the terms of any effective Tariff, services, Interconnection or Network Elements at rates, terms, or conditions different from those available under this Agreement, then CLEC may, at its discretion, substitute the Tariff's rates, terms and conditions in whole or in part, in place of the relevant rates, terms and conditions in this Agreement. CLEC may exercise this option by following the process set forth in Section 1.8 of this Agreement. CLEC's election of Tariff terms shall be handled pursuant to the same rules governing adoption of Interconnection Agreement terms pursuant to Section 252(i) of the Act.

1.9.1 Separate from such adoption, CLEC may choose to place orders from a CenturyLink Tariff. If CLEC does so, but does not choose to incorporate such Tariff terms into this Agreement, such orders shall be governed by the Tariff terms and conditions. When ordering from a CenturyLink Tariff, if the ordering process used by CLEC and the information contained in the order are both the same as for orders placed under this Agreement, CenturyLink may not be able to recognize that the order is made under a CenturyLink Tariff. If CenturyLink is not able to recognize that distinction, CLEC

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and CenturyLink will mutually agree to a process by which CLEC orders placed under a CenturyLink Tariff can be distinguished by CenturyLink as being placed under a CenturyLink Tariff rather than under this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

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SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.1.1 At various places in this Agreement, there are references to specific sections of Exhibit A. If, after the Effective Date of this Agreement, the numbering in Exhibit A changes as the result of a cost docket or other proceeding or an agreement of the Parties, the numbering change will not affect the substance of those provisions (i.e., the numbering may change, but the meaning of the provision remains the same). If numbering changes are extensive enough to cause confusion or for other reason the parties desire an amendment, either Party may request an amendment to the Agreement to modify the cross references to Exhibit A in the terms of this Agreement to reflect the revised numbering in Exhibit A.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by CenturyLink or CLEC concerning the interpretation or effect of the Existing Rules or an admission by CenturyLink or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop CenturyLink or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood

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that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies CenturyLink in writing that an amendment is not required. The rates in Exhibit A and when they apply are addressed in Section 22. Any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules or rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. If an order is silent as to the implementation date, the change or modification shall be implemented on a prospective basis from the date the order is effective, either by operation of law, or as otherwise stated in the order, unless subsequently otherwise ordered by the Commission. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and CenturyLink's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other CenturyLink documentation relating to CenturyLink's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

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SECTION 3.0 - CONTACT INFORMATION AND CLEC QUESTIONNAIRE

3.1 Except as otherwise required by law, CenturyLink will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete CenturyLink's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of CenturyLink's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine CenturyLink system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute CenturyLink and CLEC contact lists; and

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Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out another New Customer Questionnaire; however, CLEC will update its existing New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to CenturyLink. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

3.3 Upon request, CLEC and CenturyLink shall exchange contact and escalation lists for inquiries and problem resolution under this Agreement. The lists, which are not confidential, shall reflect contact personnel, including vice presidential-level officers. CenturyLink and Eschelon shall exchange at least the name, department title, telephone number, email address, and facsimile number for each Person on the lists. CLEC and CenturyLink will exchange up-to-date lists as reasonably necessary.

3.3.1 As also described in CenturyLink's Expedites and Escalations Overview posted on CenturyLink's web site, escalations can be initiated for any issue, at anytime, and at any escalation point.

3.3.2 Escalation procedures will be substantially the same type and quality as CenturyLink employs for itself, its End User Customers, its Affiliates or any other party.

3.4 Intentionally Left Blank.

SECTION 4.0 - DEFINITIONS

NOTE: In this Agreement, the Parties have attempted to use capitalization to indicate when a term is defined. Capitalization is relevant to, but not alone determinative of, the Parties' intended use or meaning of a term.

"Access Service Request" or "ASR" means the industry guideline forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and CenturyLink for Local Interconnection Service.

"Access Service(s)" refers to the interstate and intrastate Switched Access Service and private line transport services offered for the origination and/or termination of interexchange traffic.

"Access Tandem Switch" is a Switch used to connect End Office Switches to Interexchange Carrier Switches. CenturyLink's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

"Advanced Services" refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"AMI T1" is a transmission system sometimes used on Loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date CLEC provides CenturyLink an application for service containing required information as set forth in this Agreement.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable Interoperability and Interconnection for Telecommunications products and services. ATIS Standards and

Guidelines, as well as the standards of other industry fora, are referenced herein.

"Augment" or "Collocation Augment" means additions or changes to a previously accepted Collocation arrangement (i.e., the original or existing Collocation). Acceptance of the original or existing Collocation takes place upon CenturyLink turnover upon completion of the work and CLEC's final payment for the original or existing Collocation. After completion of the Collocation and CLEC's final payment, additions or changes to that original or existing Collocation are Augments.

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification (ALI) data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched Telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched Telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, Directory Assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billable Record" means a record that is not more than 90 (ninety) days old, contains accurate information in each field and is populated consistent with OBF standards."

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

"Bridged Tap" means the unused sections of a twisted pair subtending the Loop between the End User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

"Building" for the purpose of the DS1 and DS3 Loop caps described in Section 9.2, shall mean an area under one or more roofs, occupied by one or more Customers, served by CenturyLink facilities through a single terminal owned or controlled by CenturyLink through which telecommunications services enter the structure and are subsequently routed. A Building with a single terminal would be considered one Building, while a Building with multiple terminals would be considered multiple Buildings. In multi-tenant environments (MTE), a campus with multiple Buildings and one terminal would be considered one Building.

"Business Line" means a CenturyLink-owned switched access line used to serve a business End User Customer, whether by CenturyLink itself or by a competitive LEC that leases the line from CenturyLink. The number of Business Lines in a Wire Center shall equal the sum of all CenturyLink business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with CenturyLink end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines".

"Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another End User Customer's Basic Exchange Telecommunications Service line.

"Call-Related Databases" are defined as databases, other than Operations Support Systems, that are used in signaling networks for Billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-Related Databases include the calling name database, 911 database, E911 database, Line Information Database, toll free calling database, Advanced Intelligent Network databases, and downstream number portability databases by means of physical access at the Signaling Transfer Point linked to the unbundled databases.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling Party. Reference CenturyLink Technical Publication 77342 and other applicable CenturyLink technical publications, if any.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

"Central Office" means a Building or a space within a Building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

> "End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and
>
> "Tandem Office Switches" - CLEC end office Switch(es) shall be considered Tandem Office Switch(es) for the purpose of determining reciprocal compensation rates to the extent such Switch(es) is (are) capable of serving a comparable geographic area as CenturyLink's Tandem Office Switch. If the Parties have not already agreed that CLEC's switches meet the definition of Tandem Office Switches, a fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis. In addition, "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for Exchange Access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a CenturyLink Access Tandem for the exchange of local traffic as set forth in this Agreement.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling Party. Charge Number frequently is not the Calling Party Number (CPN).

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Collocation" is an arrangement where CenturyLink provides space in CenturyLink Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to CenturyLink Unbundled Network Elements.

"Collocation – Point of Interconnection" or "C-POI" is the point outside CenturyLink's Wire Center where CLEC's fiber facility meets CenturyLink's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, CenturyLink will extend or run

the Fiber Entrance Facility to CLEC's Collocation Space.

"Commission" means the State regulatory agency with lawful jurisdiction over Telecommunications Services.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Commingling" means connecting, attaching, or otherwise linking an Unbundled Network Element (UNE), or a Combination of UNEs, to one or more facilities or services that a CLEC has obtained at wholesale from CenturyLink, or the combining of a UNE or a Combination of UNEs, with one or more such wholesale facilities or services. "Commingle(d)" means the act of Commingling.

"Commission-Approved Wire Center List" means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies Wire Center Tier Designation(s).

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 (SS7) is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC" is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC). Before submitting a request to CenturyLink to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, a CLEC must have an approved Interconnection agreement with CenturyLink.

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area (LATA). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local Exchange Service or the Party from which an End User Customer is planning to

port its telephone number(s).

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Customer Usage Data" means the Telecommunications Service usage data of a CLEC Customer, *measured in minutes, sub-minute increments, message units or otherwise, that is* recorded by CenturyLink AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" means CenturyLink transmission facilities between Wire Centers or Switches owned by CenturyLink, or between Wire Centers or Switches owned by CenturyLink and Switches owned by requesting telecommunications Carriers (entrance facility), including, but not limited to, DS1, DS3, and OCn-capacity level services, as well as Dark Fiber, dedicated to a particular End User Customer or Carrier. Dedicated Transport is also described in Section 9.

"Demarcation Point" means the point where CenturyLink owned or controlled facilities cease, and CLEC, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Design Change" is a change in circuit design after Engineering Review required by a CLEC supplemental request to change a service previously requested by CLEC. An Engineering Review is a review by CenturyLink personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by CLEC. Design Changes may include a change in the type of Network Channel Interface (NCI code) on pending orders and changes in End User Customer address within the same Serving Wire Center requiring changes to facilities or terminations. Design Change does not include modifications to records without physical changes to facilities or services, such as changes in the circuit reference (CKR) (i.e., the circuit number assigned by CLEC) or Service Name (SN) (i.e., the name of the End User Customer at a circuit location).

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or

greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

"ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital Loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.

"HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

"HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL

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technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

"IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 Kbps to 2.048 Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the

communication and data protocols allowing all organizations in the world to exchange information.

"Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, State and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access (IntraLATA Toll)" as used in Section 7 is defined in accordance with CenturyLink's current IntraLATA toll serving areas, as determined by CenturyLink's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of this Agreement shall have the meaning set forth in the Act

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" or "Exchange Service (EAS/Local)" means traffic that is originated and terminated within the same Local Calling Area as determined for CenturyLink by the Commission.

"Extension Technology" is the physical placement of range extension devices, Central Office powering or regenerator(s) either at the Central Office or in the outside plant facilities, within the CenturyLink network. Extension Technology is broken down into two components; i) Loop extension cards and ii) either Central Office or mid-span repeaters.

"FCC" means the Federal Communications Commission.

"Fiber-Based Collocator" means any carrier, unaffiliated with CenturyLink, that maintains a Collocation arrangement in a CenturyLink Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the CenturyLink Wire Center Premises; and (3) is owned by a party other than CenturyLink or any Affiliate of CenturyLink, except as set forth in this definition. Dark fiber obtained from CenturyLink on an indefeasible right of use basis shall be treated as non-CenturyLink fiber-optic cable. Two or more affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For purposes of this definition, the term "Affiliate" is defined by 47 U.S.C. § 153(1) and any relevant interpretation in that title.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"Finished Services" means complete end to end services offered by CenturyLink to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, CenturyLink provided DSL, Access Services, private lines, retail services and resold services.

"Firm Order Confirmation" or "FOC" means the notice CenturyLink provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by CenturyLink for the Provisioning of the service requested.

"Grandparent(ed)(ing)" shall have the same meaning as "grandfather(ed)(ing)" as used in FCC and Commission orders and CenturyLink and CLEC Tariffs.

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

"High Capacity Loop" shall mean a Loop of DS1 or higher capacity, and is further described in Section 9.

"Include" or "including" means to have as part of a whole. The terms "include" and "including" mean "includes but is not limited to" and "without limitation," regardless of whether one or both of these phrases is used, and regardless of whether the term "include" or "including" are capitalized.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is 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.

"Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access Service Traffic.

"Interconnection Agreement" or "Agreement" is an agreement entered into between CenturyLink and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

"Interconnection Entrance Facility" is the transport between a Party's POI and the other Party's Wire Center serving that POI.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access Transport and Area (LATA) and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"Interoperability" means the ability of a CenturyLink OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with CLEC's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"Jointly Provided Switched Access Service" or "Jointly Provided Switched Access" is defined and governed by the FCC and state access Tariffs, CLEC Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) or SECAB Guidelines, and is not modified by any provisions of this Agreement.

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX Code shown in the LERG from one Carrier to another Carrier.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 9.15.1.1.

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's

telephone station set, a PBX, answering machine, facsimile machine or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is as defined for CenturyLink by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service or "LIS" Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's Switch location or Point of Interconnection (POI) to the CenturyLink Serving Wire Center. An Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.

"Local Interconnection Service" or "LIS" is the CenturyLink product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.2.1.1.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

"Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

aggregates a specified number of signals or channels to fewer channels (concentrating);

performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

"Main Distribution Frame" or "MDF" means a CenturyLink distribution frame (e.g., COSMIC™ frame) used to connect CenturyLink cable pairs and line and trunk equipment terminals on a CenturyLink switching system.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service Charge" is a charge that relates to trouble isolation. Maintenance of Service Charges are set forth in Exhibit A. A Maintenance of Service Charge or Trouble Isolation Charge, when applicable under the terms of this Agreement, will be charged only when CenturyLink dispatches a technician. Basic Maintenance of Service Charges apply when the technician performs work during normal business hours. Overtime Maintenance of Service Charges apply when the technician performs work on a business day, but outside normal business hours, or on a Saturday. Premium Maintenance of Service Charges apply when the technician performs work on either a Sunday or CenturyLink recognized holiday.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs. See Section 7.5.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"Miscellaneous Charges" mean cost-based charges assessed as described in this Agreement. Miscellaneous Charges are listed in Exhibit A.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special

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Report SR-BDS-000983, contains the recommended guidelines for the Billing of an Access Service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Near Real Time" means that CenturyLink's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS Function in question. Except for the time it takes to send and receive the transaction between CenturyLink's and CLEC's OSS application, the processing time for CenturyLink's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two and four seconds for the connection and an average transaction transmittal. The specific agreed metrics for "near-real-time" transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

"Network Element" is a facility or equipment used in the provision of Telecommunications service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Network Installation and Maintenance Committee" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

"Network Interface Device" or "NID" is a Network Element that includes any means of Interconnection of Customer premises wiring to CenturyLink's Distribution plant, such as a cross connect device used for that purpose.

"New Service Provider" means the Party to which an End User Customer switches its local Exchange Service or the Party to which an End User Customer is porting its telephone number(s).

"911 Service" shall have the meaning set forth in Section 10.3.1.

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"911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. §251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as the area code) followed by a 3-digit NXX Code and 4-digit line number.

"Number Portability Administration Center" or "NPAC" means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan Area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that 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 (2) general categories of NPA. "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" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit Switch entity code which is defined by the D, E, and F digits of a 10 digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Ordering and Billing Forum" or "OBF" means the Telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service (i.e., originating screening and routing translation).

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done

in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by CenturyLink will be provided in "substantially the same time and manner" to that which CenturyLink provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either CenturyLink or the CLEC identified in Section 1.2 of this Agreement and "Parties" means CenturyLink and the CLEC identified in Section 1.2 of this Agreement.

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the EAS/local minutes to the sum of EAS/local and all other minutes sent between the Parties over Local Interconnection Trunks.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

"Physical Collocation" shall have the meaning set forth in Section 8.1.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

"Point of Interface", "Point of Interconnection," or "POI" is a Demarcation Point between the networks of two (2) LECs (including an ILEC and CLEC). The POI is that point where the traffic to be exchanged exits one Party's network facilities and enters the other Party's network facilities. CLEC has compromised on its view of the location of the POI and finds this acceptable as long as the compensation between the Parties is consistent with the requirements of the Act.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

"Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

"Premises" refers to CenturyLink's Central Offices and Serving Wire Centers; all Buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink 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 CenturyLink that is adjacent to these Central Offices, Wire Centers, Buildings and structures.

"Product Catalog" or "PCAT" is a CenturyLink document that provides information needed to request services available under this Agreement. CenturyLink agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on CenturyLink's Web site: http//www.CenturyLink.com/wholesale/pcat/

"Project Coordinated Installation" allows CLEC to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

"Proof of Authorization" ("POA") shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports. The term "Provisioning" includes installation.

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

"Ratcheting" means a pricing mechanism that involves Billing a single circuit at multiple rates to develop a single, blended rate. "Ratchet" means the act of Ratcheting.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center; and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX Codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

"Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when CenturyLink has completed all operational work in accordance with CLEC application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking,

and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for Provisioning by the RFS date.

"Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

"Remote Premises" means all CenturyLink Premises other than CenturyLink Wire Centers or adjacent to CenturyLink Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and CenturyLink's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as Digital Loop Carriers, fiber hubs, DSLAMs, etc.

"Reseller" is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

"Reserved Numbers" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer's future use.

"Route" means a transmission path between one of CenturyLink's Wire Centers or Switches and another of CenturyLink's Wire Centers or Switches. A Route between two points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "Route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Routine Network Modification(s)" means those activities of the type that CenturyLink regularly undertakes for its own End User Customers. Routine Network Modifications include, but are not limited to, rearrangement or splicing of cable (including rearrangement of existing pairs to include fiber hub counts); 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 attachment of electronics (except for building a Loop from scratch by trenching or pulling cable). This includes activities needed to enable CLEC to light UDF-IOF. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine Network Modifications do not include the installation of new aerial or new buried cable for CLEC.

"Scheduled Issued Date" or "SID" means the date the order is entered into CenturyLink's order distribution system.

"Selective Router" means the equipment necessary for Selective Routing.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange

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or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"Service Creation Environment" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

"Service Date" or "SD" means the date service is made available to the End User Customer. This also is referred to as the "Due Date."

"Service Management Systems" or "SMS" are defined as computer databases or systems not part of the Public Switched Network that interconnect to the Service Control Point and send to the Service Control Point information and call processing instructions needed for a network Switch to process and complete a telephone call, and provide a Telecommunications Carrier with the capability of entering and storing data regarding the processing and completing of a telephone call.

"Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state specific number.

"Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;

2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;

3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and

4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query Call-Related Databases. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

"Small Exchange Carrier Access Billing" or "SECAB" means the ATIS/OBF guidelines for the preparation of access bills provided by non-CABS BOS exchange Carriers. The OBF Billing

Committee maintains the SECAB document.

"Special Request Process" or "SRP" shall have the meaning set forth in Exhibit F.

"Spectrum Compatibility" means the capability of two (2) Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of crosstalk noise from each other. Spectrum Compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

"Suspended Lines" means subscriber lines that have been temporarily disconnected.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches and Remote Switching Modules. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Service Traffic", as specifically defined in CenturyLink's interstate Switched Access Service Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

"Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute ("ANSI").

"Tariff" refers to the applicable tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws, whether the Tariff is a CenturyLink retail Tariff or a CLEC Tariff. "CenturyLink retail Tariff" or "CenturyLink Tariff" refers to the applicable CenturyLink interstate Tariffs and State Tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws. "CLEC Tariff" refers to the applicable CLEC Tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws.

"Technically Feasible" or "Technical Feasibility". 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. A determination of Technical Feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Exchange Service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Tier 1 Wire Center" means those CenturyLink Wire Centers that contain at least four (4) Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those incumbent LEC 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" means 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" means those CenturyLink Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free (i.e., 800-like) service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events (*e.g.*, pre-order inquiry and response) are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

"Transit Traffic" is defined as any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

"Triennial Review Remand Order" means the Federal Communication Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which CenturyLink is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements CenturyLink is obligated to provide only pursuant to Section 271 of the Act.

"UNE Combination", "Unbundled Network Element(s) Combination(s)" or "Combination of Unbundled Network Elements [or "UNEs"]" means a combination of two (2) or more Unbundled Network Elements.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or CenturyLink or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, CenturyLink or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or

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components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a Building or space within a Building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a Building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. A Wire Center also denotes the location of a CenturyLink local switching facility containing one or more Central Offices, as defined in the Appendix to part 36 of chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all End User Customers served by a given Wire Center are located.

"Wire Center Docket" means Commission Docket Nos.T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091 entitled "In the Matter of the Application of DIECA Communications DBA Covad Communications Company, Eschelon Telecom of Arizona, Inc., McLeodUSA Telecommunications Services, Inc., Mountain Telecommunications, Inc., XO Communications Services, Inc. and CenturyLink Corporation Request for Commission Process to Address Key UNE Issues Arising from Triennial Review Remand Order, Including Approval of CenturyLink Wire Center Lists. (AZ Wire Centers)," and any successor or separate Commission docket in which CenturyLink files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

"Wire Center Tier Structure" or "Wire Center Tier Designation(s)" or "Tier Classifications" refers to the classifications of Tier 1 Wire Centers, Tier 2 Wire Centers, and Tier 3 Wire Centers.

"Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

"Work Locations" means any real estate that CLEC or CenturyLink, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 *If such impairment is material* and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party, in a manner consistent with industry practices, may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstituted as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute resolution.

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5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, CenturyLink shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date set forth in the Section 1.2. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. The Agreement will terminate on the date a successor Agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and State law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of

an allegation by an End User Customer of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein. Nothing in this Section 5.3 shall be deemed to allow a Party to delay or deny a carrier change.

5.4 Payment and Deposit

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice, or within twenty (20) Days after receipt of the invoice, whichever is later (Payment Due Date). If the Payment Due Date is not a business day, the payment shall be due the next business day.

5.4.1.1 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account or by check. At least thirty (30) Days prior to the first transmission of data and information for payment of Connectivity Charges, CenturyLink and CLEC shall provide each other the name and address of its bank, its account and routing number and to whom payments for Connectivity Charges should be made payable, if this information has not been previously provided. If such banking information changes, each Party shall provide the other Party at least sixty (60) Days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT or by check. CLEC will provide CenturyLink with one address to which such payments shall be rendered and CenturyLink will provide to CLEC with only one address to which such payments shall be rendered. In the event CLEC receives multiple Connectivity Bills from CenturyLink which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to CenturyLink's bank account specified in this subsection.

5.4.2 One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. 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.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of

this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale discount set forth in Exhibit A, required to reconnect each resold End User customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). If the billed Party asks the Commission to prevent disconnection of service(s) (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will not disconnect the relevant service(s) while the proceedings are pending, unless the Commission orders otherwise. In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party after an additional at least ten (10) business days notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 For Billing disputes refer to Section 21 of this Agreement.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly Delinquent" means payment of any undisputed material amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.

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5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the expiration of the term of the Agreement, CLEC termination of the Agreement, or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing (including CenturyLink transfer of relevant exchanges to any unaffiliated party as described in Section 5.12.2), the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 The Billing Party may review the other Party's credit standing and request a deposit or increase the amount of deposit required if circumstances warrant a reasonable belief that payment is in serious doubt, such as, but not limited to, increased or greater delinquencies in undisputed amounts or significant and material adverse changes appearing in the billed Party's credit reports, such as Dun and Bradstreet, but in no event will the maximum amount exceed the amount in Section 5.4.5. Unless the Billed Party challenges the amount of the deposit or increase in deposit, by filing a dispute with the Commission, the increased deposit shall be due as provided in Section 5.4.5 concerning, initial deposits. In any dispute filed under this provision, the Billing Party shall bear the burden of proving the reasonableness of the proposed deposit.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges 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 such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and

expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding $10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the $10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its Affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than $100,000 each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the Premises, including coverage for independent contractor's protection (required if any work will be subcontracted), Premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than $1,000,000 each occurrence and $2,000,000 general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of $10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is $11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations outside of the scope of this Agreement, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages (if the Parties agree or if found by the Commission to be a Force Majeure Event), power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons

or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this Agreement.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section 5.8 shall limit either Party's liability to the other for (i) willful or intentional misconduct or gross negligence (ii) repeated breach of any one or more of its material obligations under this Agreement, or (iii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors or employees. Additionally, nothing in this Section 5.8 shall limit remedies available under applicable statutes, rules and regulations.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 Intentionally Left Blank.

5.8.7 All remedies prescribed in this Agreement, or otherwise available, are cumulative and not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. While the Parties may elect remedies from those available at law, in equity, or under the terms of this Agreement, and such remedies may be cumulative, the Parties shall not use their election of remedies to secure a double recovery of damages.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents or other representatives of the Indemnified Party.

5.9.1.3 Intentionally Left Blank.

5.9.1.4 Intentionally Left Blank.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the indemnifying Party wishes to defend against such action, it shall give written notice to the indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with

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respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and State rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the Parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and State law, CenturyLink shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to CenturyLink in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as

contemplated hereunder and at least in the same manner used by CenturyLink for the facilities and services provided hereunder. CenturyLink shall notify CLEC immediately in the event that CenturyLink believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 CenturyLink covenants that it will not enter into any licensing agreements with respect to any CenturyLink facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. CenturyLink warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in CenturyLink's network provide CenturyLink with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, CenturyLink shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way Affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by CenturyLink pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of CenturyLink Services" (the "Authorized Phrase") in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than CenturyLink services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is CenturyLink.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the CenturyLink logo) with all letters being the same font and point

size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to CenturyLink for its prior written approval.

5.10.6.5 If CenturyLink determines that CLEC's use of the Authorized Phrase causes End User Customer confusion, CenturyLink may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to CenturyLink or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 CenturyLink and CLEC each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to CenturyLink associated with the Unbundled Network Elements provided by CenturyLink under this Agreement, either on the Effective Date or at any time during the term of the Agreement, CenturyLink shall within ten (10) business days, unless there are extraordinary circumstances in which case CenturyLink will negotiate an agreed upon date, then disclose to CLEC in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing CenturyLink's use of the intellectual property. Except to the extent CenturyLink is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license within ten (10) business days of a request by CLEC, CenturyLink shall provide copies of any relevant agreements or licenses governing CenturyLink's use of the intellectual property to CLEC. To the extent CenturyLink is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, CenturyLink shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to CenturyLink.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL

PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS", WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate, an entity under its common control, in connection with a merger or reorganization involving a Party or to a purchaser of (i) all or substantially all of the capital stock of a Party or (ii) all or substantially all of a Party's assets (except as provided in Section 5.12.2) without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that CenturyLink transfers to any unaffiliated party exchanges including End User Customers that a CLEC serves in whole or in part through facilities or services provided by CenturyLink under this Agreement, the transferee shall be deemed a successor to CenturyLink's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of the completion of such a transfer or until such later time as the Commission may direct pursuant to the Commission's then-applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other State statutory authority as may give it such power. In the event of such a proposed transfer, CenturyLink shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to the transferee's assumption of CenturyLink's obligations pursuant to the terms of this Agreement. The Party making the assignment shall notify the Commission sixty (60) Days in advance of the effective date of the assignment.5.12.3. Nothing in this Section is intended to restrict CLEC's rights to opt into Interconnection Agreements under §252 of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party's withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, 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 or in the name or on behalf of the other Party

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unless otherwise expressly permitted by such other Party. 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.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Non-disclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. The receiving Party may not alter the disclosing Party's ownership, control, or use of the disclosing Party's information by marking or declaring it to be "Confidential" or "Proprietary". If only a portion of information provided to the receiving Party is Proprietary Information, the disclosing Party will distinguish Proprietary Information from non-Proprietary Information, unless doing so is unreasonably burdensome. A Party who receives Proprietary Information via an oral communication may request and, if Proprietary, shall receive a written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request and, if Proprietary, shall receive written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall, from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential Customer, technical or business information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return or destroy (upon the disclosing Party's request or agreement) all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's

Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Unless otherwise agreed in writing, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

b) is or becomes publicly known through no wrongful act of the receiving Party; or

c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or

f) is approved for release by written authorization of the disclosing Party; or

g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders, unless prohibited by law from giving such notice; or

h) is a root cause analysis of a Maintenance and Repair event or acknowledgement of mistake in processing order.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, State or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by CenturyLink that are or may be required by the Act. The

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Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Without in any way limiting either Party's obligations under Section 5.16.3, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by CenturyLink, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. CenturyLink shall provide CLEC with a signed copy of each non-disclosure agreement executed by CenturyLink personnel within thirty (30) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 CenturyLink may provide the forecast information that CLECs have made available to CenturyLink under this Agreement to the Commission, provided that CenturyLink shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that CenturyLink provides such notice to the CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel

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designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise under this Agreement, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 is optional and not the exclusive remedy for all disputes between CenturyLink and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either CenturyLink or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, if the Parties agree to arbitrate a dispute pursuant to Section 5.18.3.1, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy obtained before such decision is reached.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal Dispute resolution proceedings, each Party shall within seven (7) Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet (in person or by telephone), and negotiate, in good faith, to resolve the Dispute. If a Party indicates in the Resolution Request that expedited treatment is necessary, the time period for designating a representative and conducting negotiations may be expedited to meet the needs of the requesting Party. The Parties intend that these negotiations be conducted by business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) Days after the Resolution Request (or such shorter or longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) Days after the date of the Resolution Request, then either Party may pursue all remedies, including if desired requesting that the Dispute be settled by arbitration. Notwithstanding the foregoing time periods, a Party may request that the Dispute be settled by arbitration two (2) Days after the Resolution Request pursuant to the terms of Section 5.18.3.1.

5.18.3.1 **Optional Arbitration procedure.** If the Parties agree to arbitrate the

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Dispute pursuant to the terms of this Section, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates Dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not State law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area if CenturyLink initiates the arbitration; in the Minneapolis metropolitan area if CLEC initiates the arbitration; or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to arbitrate. If the Parties agree to arbitrate pursuant to this Section and do not agree to other procedures, the following procedures will apply:

5.18.3.1.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.1.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. CenturyLink and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either CenturyLink or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between CenturyLink and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.1.3 Arbitrator's Decision.

5.18.3.1.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.1.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.1.3.3 CLEC may submit a copy of any final and binding arbitration decision to the Commission.

5.18.3.1.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, in writing, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the Dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, for obtaining compliance with the Dispute resolution process set forth herein, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than three (3) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by State and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.18.9 Under the laws of SRPMIC, Saddleback Communications Company grants an express limited waiver of Re-Invent Telecom, LLC's sovereign immunity from suit that is limited to any claims arising from the acts or omissions of Re-Invent Telecom, LLC, its managers, employees, or agents under the terms of this Agreement. The Parties agree that notwithstanding this limited waiver of sovereign immunity and consent to jurisdiction, liability or exposure under this Agreement is limited to the assets owned by Re-Invent Telecom, LLC, at the time of enforcement of or collection on the judgment provided, however, that such liability and/or exposure shall never include or obligate any real property, personal property or accounts or any other assets of the SRPMIC itself, of Saddleback Communications Company, or of any SRPMIC department, division, authority, enterprise, subdivision or entity, other than Re-Invent Telecom, LLC.

5.19 Controlling Law

5.19.1 This Agreement is offered by CenturyLink and accepted by CLEC in accordance with applicable federal law and the State law of Arizona. It shall be interpreted solely in accordance with applicable Federal law and State law.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within CenturyLink-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, State and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. CenturyLink agrees to immediately notify CLEC if CenturyLink undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered Personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested where specified in this Agreement to CenturyLink and CLEC at the addresses shown below:

Qwest Corporation dba CenturyLink QC
Director Interconnection Agreements
1801 California, Suite 2400
Denver, CO 80202
Phone: 303-965-3029
Fax: 303-896-7077
E-mail: intagree@CenturyLink.com

With copy to:
CenturyLink Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to CLEC at the address shown below:

Re-Invent Telecom, LLC
Shane Gregory, Director of Operations
10190 E Mckellips Road
Scottsdale AZ 85256
sgregory@saddlebackcomm.com

With copy to:
Re-Invent Telecom, LLC
Jose Crespo, CO\OSP Manager
10190 E Mckellips Road
Scottsdale AZ 85256
480-362-7092
jcrespo@saddlebackcomm.com

If Personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or Personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

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5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Intentionally Left Blank.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery of this Agreement without the prior written approval of the other Party. Nothing in this Section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, State, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, CenturyLink and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with 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.

5.29 Cooperation

5.29.1 The Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.29.2 If, at any time, CLEC believes that a CenturyLink employee has engaged in unlawful behavior with respect to CLEC, CLEC may report the incident to the account team in writing, describing in detail, all facts upon which CLEC's belief is based. CenturyLink will

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investigate the allegations, and within three (3) business days after CenturyLink has received written notification from CLEC of the allegations, inform CLEC that the matter is being investigated. CenturyLink will keep CLEC informed throughout the investigation and will advise in writing of the investigation outcome. Due to confidentiality issues, CenturyLink may not be in a position to disclose all of the findings to CLEC. However, CenturyLink will provide non-confidential findings.

5.30 Amendments

5.30.1 Except as otherwise provided in this Agreement, the provisions of this Agreement may not be amended, modified or supplemented unless executed in writing and signed by an authorized representative of both Parties. In addition, no course of dealing or performance or failure of a Party to strictly enforce any provision of this Agreement shall be construed as an amendment, modification, supplement to, or waiver of any such provision. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

5.30.2 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute resolution provisions of this Agreement.

5.31 Entire Agreement

5.31.1 This Agreement (including amendments, if any) constitutes the entire agreement between CenturyLink and CLEC. Other than this publicly filed Agreement, CenturyLink and CLEC have no agreement or understanding, written or oral, that modifies or is inconsistent with the terms and conditions of this Agreement, except as described in, and subject to, Section 5.31.1.1.

5.31.1.1 The Parties have entered into the following CenturyLink Platform Plus ("QPP") agreements, which have been previously approved by the Commission and which are to remain operative in conjunction with this Agreement according to the terms and conditions therein. They are: CenturyLink Master Services Agreement (MSA); Service Exhibit 1 - CenturyLink Platform Plus Service; Attachment A to Service Exhibit 1 - Performance Targets for CenturyLink QPP Service; CenturyLink Platform Plus (QPP) Rate Sheet; CenturyLink Platform Plus (QPP) Rate Page - Port Rate Increases; Batch Hot Cut Process. Each Party reserves its rights with respect to whether the above agreements are subject to Sections 251 and 252 of the Act where the Commission has not already so made that determination. If the Commission asks the Parties to provide copies of these agreements along with this Agreement, the Parties will do so, subject to this reservation of rights, within ten (10) business days, or such other timeframe as set by the Commission.

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SECTION 6.0 – RESALE

6.1 General Terms

6.1.1 CenturyLink shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All CenturyLink retail Telecommunications Services are available for resale from CenturyLink pursuant to the Act and will include terms and conditions (except prices) in CenturyLink's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. In the event that CenturyLink ceases to file Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings with the Commission, CenturyLink shall continue to make such information for those Telecommunications Services offerings that are available to CLECs for resale by updating its resale PCATs on the CenturyLink wholesale web site for CLECs or by other such published information.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain CenturyLink services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, CLEC shall make its Telecommunications Services available to CenturyLink for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain CenturyLink services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Additional General Terms

6.2.1 CenturyLink shall offer introductory training on procedures that CLEC must use to access CenturyLink's OSS at no cost to CLEC. If CLEC asks CenturyLink personnel to travel to CLEC's location to deliver training, CLEC will pay CenturyLink's reasonable travel related expenses. CenturyLink may also offer to CLEC other training at reasonable costs. See Section 12.1.3.2.2.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customer to which CenturyLink sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) Days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to CenturyLink retail End User Customers, with no wholesale discount. Should CenturyLink re-offer any promotion for a sequential ninety (90) Day or less promotion period following the initial ninety (90) Day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) Days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of End User Customer eligible to purchase these services from CenturyLink.

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

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced Services and Information Services other than voice messaging are not available for resale.

6.2.2.7 will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in CenturyLink's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any CenturyLink retail End User Customer that early terminates a CSA, including payment of any early termination charges.

6.2.2.8 Grandparented services are available for resale by CLEC to existing End User Customers of the Grandparented product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office Switch. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office Switch when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e., Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where CenturyLink facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant Building, CenturyLink may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically

in a basement equipment room, which would be considered a single location for this multi-tenant Building. Should CenturyLink bring service to multiple floors or offices within a multi-tenant Building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC with multiple Buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to CenturyLink for its facilities. A CLEC with Centrex station lines from multiple Central Office Switches, within the same CenturyLink Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service for Special Access ordered from CenturyLink's FCC No. 5 Tariff is available for resale but not at a wholesale discount. Private line service used for other than Special Access and not ordered from CenturyLink's FCC No. 1 Tariff is available for resale at a wholesale discount.

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6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End User Customers must be identified by CLEC as such, and CLEC will pay CenturyLink retail prices for such services.

6.2.3 CenturyLink shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that CenturyLink provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and CenturyLink's retail End User Customers. CenturyLink shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. CenturyLink further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of CenturyLink's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by CenturyLink as part of a performance assurance plan. Reimbursement will be further subject to the following provisions:

6.2.3.1 CenturyLink shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to CenturyLink retail services, if any. Such credits shall be limited in accordance with the following:

a) CenturyLink's service credits to CLEC shall be provided at the rate at which CenturyLink is required to provide credit to its retail End User Customers;

b) CenturyLink shall only be liable to provide service credits in accordance with the resold services provided to CLEC. CenturyLink is not required to provide service credits for service failures that are the fault of CLEC;

c) CenturyLink shall not be liable to provide service credits to CLEC if CLEC

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is not subject to the Commission's service quality requirements;

d) CenturyLink shall not be liable to provide service credits to CLEC if CLEC does not provide service quality credits to its End User Customers; and

e) In no case shall CenturyLink's credits to CLEC exceed the amount CenturyLink would pay a CenturyLink End User Customer the service quality requirements.

f) Reserved for Future Use.

6.2.3.2 Fines and Penalties - CenturyLink shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to CenturyLink retail services, if any. Such credits shall be limited in accordance with the following:

a) Fines and penalties paid to CLEC shall be paid at the rate at which CenturyLink's retail operations are required to pay fines or penalties;

b) CenturyLink shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. CenturyLink is not required to pay fines and penalties for service failures that are the fault of CLEC;

c) CenturyLink shall not be liable to provide fines and penalties to CLEC if CLEC is not subject to the Commission's fine and penalty requirements for service quality; and

d) In no case shall CenturyLink's fines and penalties to CLEC exceed the amount CenturyLink would pay the Commission under the service quality plan.

e) Reserved for Future Use.

6.2.4 In the event that there are existing agreements between CLEC and CenturyLink for resale under CenturyLink retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Intentionally Left Blank.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 CenturyLink will accept at no charge one primary white pages Directory Listing for each main telephone number belonging to CLEC's End User Customer based on End User Customer information provided to CenturyLink by CLEC. CenturyLink will place CLEC's End User Customers' listings in CenturyLink's Directory Assistance Database and will include such listings in CenturyLink's Directory Assistance Services. Additional terms and conditions with respect to Directory Listings are described in Section 10 and Section 15 of this Agreement.

6.2.8 CenturyLink shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). CenturyLink shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which CenturyLink is required to retain and/or maintain such information. CenturyLink shall provide CLEC's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). CenturyLink shall use its standard process to update and maintain CLEC's End User Customer service information in the ALI/DMS used to support E911/911 Services on the same schedule that it uses for its retail End User Customers. CenturyLink assumes no liability for the accuracy of information provided by CLEC, and CLEC assumes no liability for the accuracy of information or routing provided by CenturyLink. Additional information on listings and E911/911 is contained in Section 10 of this Agreement

6.2.9 If CenturyLink provides and CLEC accepts CenturyLink's Directory Assistance Services or operator services for CLEC's resold Local Exchange Service lines, such Directory Assistance and/or operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Services, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC and CenturyLink shall follow all Applicable Laws, rules and regulations with respect to PIC changes. CenturyLink shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for CenturyLink's improper InterLATA and IntraLATA PIC change requests.

6.2.11 When End User Customers switch from CenturyLink to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event CenturyLink properly terminates the Provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall CenturyLink be responsible for providing such notice to CLEC's End User Customers. CenturyLink will provide notice to CLEC of CenturyLink's termination of a resold service on a timely basis as contained in Sections 5.4.2 and 5.4.3 and consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access Service, the appropriate access charges pursuant to its then effective Switched Access Service Tariff.

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

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6.2.15 For the purpose of Resale, CenturyLink, to the extent technically feasible, will provide Customized Routing. Such Customized Routing will include routing to CLEC's Operator Services or Directory Assistance platform. CenturyLink and CLEC will amend this Agreement pursuant to Section 5.30 with respect to rates and terms for Customized Routing.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only, unless the Commission orders otherwise.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End User Customers, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and State rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to CenturyLink the Primary Interexchange Carrier (PIC) change charge without discount for CLEC End User Customer changes of Interexchange or IntraLATA Carriers. Any change in CLEC's End User Customers' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer, and CenturyLink will not accept changes to CLEC's End User Customers' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay CenturyLink when its End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, CenturyLink shall provide CLEC with sufficient information to enable CLEC to bill its End User Customers pursuant to Section 21.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by CenturyLink retail End User Customers, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, CenturyLink will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 CenturyLink shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If

CenturyLink bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, CLEC may dispute the charges in accordance with Section 21.8, and CenturyLink shall make appropriate bill adjustments or, if CLEC has paid the charges, provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in CenturyLink's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific non-recurring charges as set forth in CenturyLink's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's End User Customers. Such non-recurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC's End User Customers contacting CenturyLink in error will be instructed to contact CLEC; and CenturyLink's End User Customers contacting CLEC in error will be instructed to contact CenturyLink. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or CLEC from discussing its products and services with CLEC's or CenturyLink's End User Customers who call the other Party, seeking such information. (See also Section12.1.5.)

6.4.2 CLEC shall transmit to CenturyLink all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing, as described in Section 12. CenturyLink's procedures are described in the CenturyLink PCAT available on CenturyLink's public web site located at http://www.CenturyLink.com/wholesale/. Information shall be provided using CenturyLink's designated Local Service Request (LSR) format which may include the LSR, End User Customer and resale forms.

6.4.3 CenturyLink will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as CenturyLink provides to itself, its Affiliates, its subsidiaries, other Resellers, and CenturyLink retail End User Customers. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in Section 12 of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to CenturyLink complete and accurate End User Customer listing information including initial and updated information for Directory Assistance Services, white pages directories, and E911/911 Emergency Services. The Ancillary Services

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Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Services, white pages directories, and E911/911 Emergency Services.

6.4.5 If CenturyLink's retail End User Customer, or the End User Customer's new local service provider orders the discontinuance of the End User Customer's existing CenturyLink service in anticipation of End User Customer moving to a new local service provider, CenturyLink will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of CenturyLink's service to the End User Customer. If a CLEC that currently provides resold service to an End User Customer, or if End User Customer's new local service provider, orders the discontinuance of existing resold service from CLEC, CenturyLink will bill the existing CLEC for service through the date End User Customer receives resold service from the existing CLEC. CenturyLink will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. CenturyLink will not provide CLEC with the name of the other local service provider selected by the End User Customer.

6.4.6 CLEC shall provide CenturyLink and CenturyLink shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both CLEC and CenturyLink in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User Customer, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due Date intervals for CLEC's resale service requests are established when service requests are received by CenturyLink through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by CenturyLink to itself, its Affiliates, its subsidiaries, other Resellers, and to CenturyLink's retail End User Customers.

6.5 Billing

6.5.1 CenturyLink shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an End User Customer under this Agreement.

6.5.2 CenturyLink shall provide CLEC, on a monthly basis, within seven (7) to ten (10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 CenturyLink will maintain its facilities and equipment used to provide CLEC resold services. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair CenturyLink's facilities or equipment, including facilities or equipment that may terminate or be located at CLEC's End User Customer's premises, other than by connection or

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disconnection to any interface between CenturyLink and the End User Customer's facilities, without the written consent of CenturyLink.

6.6.2 Maintenance and Repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and CenturyLink will employ the procedures for handling misdirected repair calls as specified in Sections 12.1.5 of this Agreement.

6.6.4 When CLEC requests that CenturyLink perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when CenturyLink dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes CenturyLink to repair the trouble on CLEC's behalf, CenturyLink will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No charges shall apply if CLEC indicates trouble in CenturyLink's network and CenturyLink confirms that such trouble is in CenturyLink's network. In the event that CenturyLink reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in CenturyLink's network, then CenturyLink will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If CenturyLink reported no trouble found in its network but, as a result of a repeat trouble (accepted trouble), CLEC demonstrates that the trouble is in CenturyLink's network, CLEC will charge CenturyLink a trouble isolation charge as described in Section 12.4.1.8.

6.6.4.1 Upon request by either Party, CLEC and CenturyLink will schedule a joint repair appointment. CLEC and CenturyLink technicians will meet at the agreed upon location at the scheduled time. If the CenturyLink technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the CenturyLink network, CenturyLink will credit CLEC the TIC Charge, or if Maintenance of Service Charges apply (for designed services) the Maintenance of Service Charge or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, CenturyLink will charge, and CLEC will not dispute, the TIC charge or, if Maintenance of Service Charges apply, the Maintenance of Service Charge and the dispatch charge associated with that technician dispatch.

6.7 For Commingling, see Section 24.

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SECTION 7.0 – INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of CenturyLink's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), IntraLATA LEC Toll and Jointly Provided Switched Access traffic. Intercarrier traffic exchange will be mutual and reciprocal and all traffic exchanged between the Parties must be provisioned pursuant to this Agreement. A Party that has interconnected or gained access under sections 251 (a) (1), 251 (c)(2), or 251 (c)(3) of the Act, may offer information services through the same arrangement, so long as it is offering Telecommunications Services through the same arrangement(s) as well. Enhanced or information service providers (providers or "Information Services" as that term is defined in 47 U.S.C. § 153 (20)) that do not also provide domestic or international telecommunications are not Telecommunications Carriers as defined by the Act and thus may not interconnect under this Agreement. CenturyLink will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the Line Side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a Tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band Signaling Transfer Points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and IntraLATA LEC Toll traffic at points (ii) and (iii) described above. Interconnection, which CenturyLink currently names "Local Interconnection Service" (LIS), is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of IntraLATA LEC Toll or Jointly Provided Switched Access traffic. New or continued CenturyLink local Tandem Switch to CenturyLink Access Tandem Switch and CenturyLink Access Tandem Switch to CenturyLink Access Tandem Switch connections are not required where CenturyLink can demonstrate that such connections present a risk of Switch exhaust and that CenturyLink does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

7.1.1.1 CenturyLink will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. CenturyLink will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, CenturyLink shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) physical Point of Interconnection in CenturyLink territory in each LATA CLEC has local End User Customers. CLEC represents and warrants that it is serving End User Customers physically located within each local calling area for which it wishes to exchange traffic within CenturyLink territory. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 CenturyLink-provided facility; (2) Collocation; (3) negotiated

Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by CenturyLink as a product.

7.1.2.1 CenturyLink-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility. An Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Entrance Facilities are provided in Exhibit A. CenturyLink's private line transport service is available as an alternative to Entrance Facilities, when CLEC uses such private line transport service for multiple services. Entrance Facilities may not be used for Interconnection with Unbundled Network Elements.

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by CenturyLink. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement.

7.1.2.2.1 Expanded Interconnection Channel Termination (EICT) provides the communication path that actually connects the physical space or in the case of virtual collocation, the designated equipment to CenturyLink's direct trunked transport and must be ordered to provision LIS to a collocation.

7.1.2.3 Mid-Span Meet POI.

7.1.2.3.1 Mid-Span Meet POI (New Builds). A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the Qwest Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the Qwest Serving Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the exchange of traffic and joint provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers.

7.1.2.3.2 ILEC - Meet Points- When Qwest and CLEC's (affiliated with an ILEC) have previously exchanged traffic using facilities established for the exchange of traffic between Qwest and CLEC's affiliated ILEC operation; in order to efficiently use the Parties' network facilities, the existing ILEC facility will be treated as a "Mid-Span Meet POI" point of interconnection, as defined in 7.1.2.3.1. CLEC will provision separate trunks on the existing facility for its non-ILEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement. Should either Party wish to alter the arrangements or establish new facilities, the Parties will negotiate the new facilities arrangement(s) which would be used to interconnect the networks.

7.1.2.3.2.1 Additional Mid-Span Meet POIs that CLEC (with an affiliated ILEC) request, and existing facilities are not used, will be established pursuant to 7.1.2.3.1.

7.1.2.4 Intentionally Left Blank.

7.1.2.5 CenturyLink agrees to provide local Interconnection trunk diversity to the same extent it does so in CenturyLink's local network.

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and CenturyLink's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 EAS/local Exchange Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA LEC Toll traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic as described in Section 7.5.1. Jointly Provided Switched Access is associated with Meet-Point Billing.

7.2.1.2.4 For purposes of the Agreement, Transit Service does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider, to CLEC to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, CLEC may also provide transit service to CenturyLink.

7.2.1.2.5 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

a) Directory Assistance;

b) 911/E911;

c) Operator Busy Line Verify/Busy Line Interrupt;

d) Toll Free Services; and

e) ISP-Bound traffic.

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7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the ordering Party will provision its own one-way trunks. The Party ordering one-way trunks will choose the POI location for such one-way trunks.

7.2.2.1.2.2 CLEC may purchase transport services from CenturyLink or from a third party, including a third party that has leased the private line transport service facility from CenturyLink. Such transport provides a facility for the LIS trunk to be provisioned in order to deliver the originating Party's Exchange Service EAS/Local traffic to the terminating Party's End Office Switch or Tandem Switch for call termination. Transport may be purchased from CenturyLink as Tandem Switch routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's Tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that CLEC has established a Collocation arrangement at a CenturyLink End Office Switch location, and has available capacity, CLEC may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to CLEC's Switch.

7.2.2.1.4 LIS ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the Tandem Switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the Tandem Switch to CenturyLink's End Office Switch.

7.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through Mid-Span Meet arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis.

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by CLEC in a LATA, CenturyLink will route traffic destined for CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a CenturyLink Tandem Switch.

7.2.2.2 IntraLATA LEC Toll Traffic

7.2.2.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of IntraLATA LEC Toll traffic to be terminated on the other Party's network, the ordering Party will provision its own one-way trunks. The Party ordering one-way trunks will choose the POI location for such one-way trunks. IntraLATA LEC Toll traffic shall be delivered to CenturyLink at the Access Tandem Switch or via separate trunks to CenturyLink's End Office Switch(es), as designated by CLEC.

7.2.2.3 Transit Traffic

7.2.2.3.1 CenturyLink will accept traffic originated by CLEC's network and/or its end user(s) for termination to other Telecommunications Carrier's network and/or its end users that is connected to CenturyLink's Switch. CenturyLink will also terminate traffic from these other Telecommunications Carriers' network and/or its end users to CLEC's network and/or its end users. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 The Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. In the case of IntraLATA LEC Toll traffic where CenturyLink is the designated IntraLATA Toll provider for existing LECs, CenturyLink will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When CenturyLink receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate will apply in addition to any query rates.

7.2.2.3.5 In the case of a transit call that terminates in the Local Calling Area but in a different state than the call originated, and the CLEC does not have an agreement with CenturyLink in the state where the transit call terminated,

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CLEC must execute an agreement for that state if it is a state served by CenturyLink. In the absence of a second agreement, the transit rate in Exhibit A of this Agreement will be billed to the CLEC.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed and routing based on the LERG to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. CenturyLink will also provide the one-time notification to CLEC of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the CenturyLink Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Signaling Options

7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling must be requested on orders for LIS trunks. Common Channel Signaling Access Capability Service may be obtained under CenturyLink Intrastate and/or FCC Access Tariffs or from a third party signaling provider. Each of the Parties, CenturyLink and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and CenturyLink Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for new LIS trunks. CenturyLink will provide CLEC with a listing of CenturyLink Switches fully capable of routing 64CCC traffic through the CenturyLink web site: http://www.centurylink.com/disclosures. Where available to CenturyLink, CenturyLink will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called End User Customer's End Office Switch indicating the called End User Customer has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called End User Customer's End Office Switch, indicating the called End User Customer has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by End Office Switch and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and CenturyLink shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall participate in semi-annual joint planning meetings to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for LIS trunking that impacts the Switch capacity and facilities of each Party. CenturyLink shall provide CLEC trunk group specific projections to CLEC on or before the date of the joint planning meeting.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months for ordering and installation. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth CenturyLink will utilize CLEC's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch versus Tandem Switch routing. See Section 7.2.2.1.3.

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7.2.2.8.7 Joint planning meetings will be used to bring clarity to the forecasting process. Each Party will provide adequate information associated with the CenturyLink LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. CenturyLink shall provide CLEC a report reflecting then current spare capacity at each CenturyLink Switch that may impact the Interconnection traffic. CenturyLink shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. CenturyLink shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

a) Completed CenturyLink LIS Trunk Forecast Forms; and

b) Any planned use of an alternate Tandem Switch provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the CenturyLink web site.

a) CenturyLink Tandem Switches and CenturyLink End Office Switches (LERG);

b) CLLI codes (LERG);

c) Business/Residence line counts (ICONN);

d) Switch type (LERG or ICONN); and

e) Current and planned Switch generics (ICONN).

CenturyLink will notify CLEC six (6) months prior to LERG amendment, the anticipation of a new local Tandem Switch.

7.2.2.8.10 CenturyLink network disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on CenturyLink's web site, http://www.centurylink.com/disclosures.

7.2.2.8.11 When appropriate, CenturyLink will notify CLEC through the CenturyLink Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts may be provided to CenturyLink as detailed in CenturyLink's Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to CenturyLink, information provided by CLEC to CenturyLink outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by CenturyLink to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.13 To the extent that CLEC's historical trunking underutilization is such that it restricts CenturyLink from provisioning trunking to itself or other carriers without CenturyLink augmenting its switch for additional trunking capacity, CenturyLink reserves the right to reclaim the facilities for the purpose of providing capacity to itself or other carriers. CenturyLink shall not leave the CLEC-assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

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

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When CenturyLink claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. CenturyLink shall initiate such proceeding within ten (10) Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) Days of notice from CLEC in writing that CenturyLink must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, CenturyLink shall not object to using the most expeditious procedure available under state law, rule or regulation. CenturyLink shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, CenturyLink and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. CenturyLink and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard CenturyLink forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

7.2.2.9.1.1 CenturyLink shall provide monthly reports to CLEC on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/Local traffic between CenturyLink Tandem Switches and CenturyLink End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

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

a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);

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b) 911/E911 trunks;

c) Operator services trunks (where the Switch type requires separation from Directory Assistance trunks);

d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, IntraLATA LEC Toll, and Jointly Provided Switched Access may be combined in a single LIS trunk group at access tandems as appropriate per Section 7.2.2.9.6. Jointly Provided Switched Access may, upon request, be routed on a separate LIS trunk group with all other traffic combined on the other trunk group at access tandems as appropriate per Section 7.2.2.9.6.

7.2.2.9.3.2 CLEC may combine their originating Exchange Service (EAS/Local) traffic, terminating IntraLATA LEC Toll traffic and Switched Access FG D traffic on the same FG D trunk group.

7.2.2.9.3.2.1 CLEC will order a two-way LIS trunk group to CenturyLink's access tandems for the purpose of exchanging originating and terminating Jointly Provided Switched Access traffic.

7.2.2.9.3.2.2 CenturyLink will send CenturyLink originating Exchange Service (EAS/Local) traffic, IntraLATA LEC Toll traffic and transit traffic on LIS trunks.

7.2.2.9.3.2.3 When CLEC chooses this option, CLEC will send a letter to CenturyLink prior to ordering this service to alert CenturyLink of the CLEC's plan to order their service in this manner. This letter will indicate the CLEC's timeframe, FG D Provider and BANS and states involved in this option. CenturyLink will need up to two months lead time to ensure that the appropriate mechanized billing is set up.

7.2.2.9.4 Trunks will be ordered in increments of DS1 for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, operator Busy Line Interrupt and Busy Line Verify trunks may be ordered in DS0.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking and 911 trunking.

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the Tandem Switch provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

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7.2.2.9.6 CLEC may interconnect for the exchange of EAS/Local traffic at either the CenturyLink Access Tandem Switch or the CenturyLink local Tandem Switch, at CLEC's option. When CLEC is interconnected at the Access Tandem Switch and where there would be a DS1's worth of local traffic (512 CCS so long as not 512 busy hour CCS) between CLEC's Switch and a CenturyLink End Office Switch subtending a CenturyLink Access Tandem Switch, CLEC will order a direct trunk group to that CenturyLink End Office Switch. CLEC may request a waiver of this provision from the Commission upon a showing that such compliance will impose a material adverse economic or operations impact, during the pendency of which CenturyLink shall maintain the status quo.

7.2.2.9.6.1 CenturyLink will allow Interconnection for the exchange of Exchange Service (EAS/local) traffic at CenturyLink's access tandem without requiring Interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust, unless CenturyLink agrees to provide Interconnection facilities to the local tandems or end offices served by the access tandem, at the same cost to CLEC as Interconnection at the access tandem.

7.2.2.9.7 To the extent CenturyLink is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two (2) paths to a CenturyLink End Office Switch (one (1) route via a Tandem Switch and one (1) direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the Tandem Switch group (also referred to as the "alternate final" route) for completion to CenturyLink End Office Switches.

7.2.2.9.9 Host-Remote. When a CenturyLink Wire Center is served by a remote End Office Switch, CLEC may deliver traffic to the host Central Office or to the Tandem Switch.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital

loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing). Charges for such testing are identified in Section 7.3.5.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA Tariff No. 4.

7.3 Intercarrier Compensation

7.3.1 Interconnection Facility Options

The Intercarrier Compensation provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and CenturyLink's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective tariff or price lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective tariffs, price lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 LIS Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for LIS Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use as LIS.

7.3.1.1.2 If CLEC chooses to provision LIS facilities over an existing facility purchased as private line transport service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way Entrance Facility (EF) rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The

nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-Bound traffic to substantiate a change in that factor. For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-Bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-Bound traffic or traffic delivered to Enhanced Service providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating and/or transiting Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or Access Tandem Switch for Exchange Service (EAS/Local) traffic, or to an Access Tandem Switch for IntraLATA LEC Toll, or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem Switch or End Office Switch.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-Bound traffic to substantiate a change in that factor. For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-Bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-Bound traffic is interstate in nature. CenturyLink has never agreed to exchange VNXX traffic with CLEC.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at the rates specified in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation and disconnection nonrecurring charges may be assessed by the provider for each LIS trunk ordered. CenturyLink rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The Parties agree that, because this State is a new market for CLEC, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

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7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a CenturyLink or CLEC tandem Switch (as defined in the Agreement), the Parties agree that, because this State is a new market for CLEC, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

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7.3.4.2.4 When CenturyLink receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling Area, and CenturyLink performs the query, charges will apply for the FCC approved default query per Section 10, as well as mileage sensitive tandem transmission rates which reflect the distance to the End Office Switch to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, CenturyLink and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

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7.3.5 Miscellaneous Charges

Miscellaneous Charges apply for the following miscellaneous services when provided with LIS trunks. Exhibit A includes a reference to the Tariff, catalog, price list, or other similar document that provides the amount of each Miscellaneous Charge.

7.3.5.1 Cancellation charges apply to cancelled LIS trunk orders based upon critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3 and trunk nonrecurring charges referenced in this Agreement.

7.3.5.2 Expedite requests for LIS trunk orders are available. Expedites are requests for intervals that are shorter than the interval defined in CenturyLink's Service

Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. When expedites are approved, expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Expedite charges apply to LIS trunk orders based on the rates described in Exhibit A.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for an expedite will be approved only when resources are available and the request meets the criteria outlined in the Pre-Approved Expedite Process in CenturyLink's Product Catalog at CenturyLink's wholesale web site.

7.3.5.3 Additional testing, including cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing, is available for LIS trunks.

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Local Transit: A per-minute-of-use rate will be charged to the originating Party, as contained in Exhibit A.

7.3.7.2 IntraLATA Toll Transit: A per-minute-of-use rate will be charged to the originating Party, as contained in Exhibit A.

7.3.7.3 Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

7.3.8 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.) per 47 C.F.R. § 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on calls destined for Interexchange Carriers (IXCs). All privacy indicators will be honored. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each EAS/Local and IntraLATA toll call carried over Interconnection trunks. All EAS/Local and IntraLATA Toll calls exchanged without ChN and/or CPN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with ChN and/or CPN information for the preceding quarter when the calls traverse a Switched Access Feature Group D trunk group. If either Party fails to

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provide ChN and/or CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. Traffic sent to the other Party on its interconnection trunks without ChN and/or CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and IntraLATA LEC Toll traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/ChN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., direct trunked transport or tandem switched transport); 3) the number of Ports to be provisioned at an End Office Switch or local Tandem Switch; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX Code assigned to CLEC by the NANPA, CLEC will provide CenturyLink with the CLLI codes of the CenturyLink Tandem Switches and CLEC's Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing LIS trunk groups, CLEC will also provide CenturyLink with the CenturyLink assigned two-six code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing Form available on the CenturyLink web site:

http://www.centurylink.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a NPA NXX Code Request Routing Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide connecting facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each End Office Switch subtending the Tandem Switch.

7.4.5 If CLEC uses a method of interconnection of one POI in the LATA or the access tandem for local traffic in accordance with Section 7.1.2 and/or 7.2.2.9.6, CenturyLink and CLEC will work together to review CLEC's network configuration in order to ensure correct and complete ASR ordering.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 CenturyLink will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Section 20. CenturyLink will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the Change Management Process (CMP) applicable to the PCAT. Operational processes within CenturyLink work centers are discussed as part of the CMP. CenturyLink agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) Days after the Service Date, the provider has the following options:

a) The order will be canceled; cancellation charges as specified in 7.3.5.1 apply unless otherwise mutually agreed to by the Parties;

b) Intentionally Left Blank.

c) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st Day after the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is described and governed by the FCC and state access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines and based on LERG routing, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. CenturyLink and CLEC agree that the originating, intermediate, and terminating LECs for switched access will cooperatively determine the Jointly Provided Switched Access arrangements in which all parties concur.

7.5.2 CenturyLink will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). CenturyLink will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. CenturyLink will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 The ATIS Network Interconnection Interoperability Forum (NIIF) recommended methodologies must be adhered to by all Local Exchange Carriers (LECs) to provide timely notification to the industry of changes in their access network architecture.

7.5.3.1 The ATIS document is titled Recommended Notification Procedures to Industry for Changes in Access Network Architecture

7.5.4 CenturyLink and CLEC will each render a separate bill to the IXC, using the multiple bill, single tariff option.

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7.5.5 A charge will apply for Category 11-01-XX Access Services records sent in an EMI mechanized format. These records can be used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge for each record created and transmitted is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 CenturyLink and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits CenturyLink's network, and terminates to CLEC's network when Technically Feasible and commercially reasonable. Each Party agrees to provide to the other this wireline network usage data when CenturyLink or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under Section 222 of the Telecommunications Act and shall be used solely for the purposes of Billing the wireline LEC. CLEC will provide to CenturyLink information to enable CenturyLink to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number, and state jurisdiction. CenturyLink and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 CenturyLink and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits CenturyLink's network, and terminates to CLEC's network when Technically Feasible and commercially reasonable. Each Party agrees to provide to the other this wireless network usage data when CenturyLink or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under Section 222 of the Telecommunications Act and shall be used solely for the purposes of Billing the WSP. CLEC will provide to CenturyLink information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number and state jurisdiction. CenturyLink and CLEC agree to exchange wireless network usage data as Category 11-01-XX.

7.6.3 CLEC may order transit records from CenturyLink and a charge will apply for Category 11-01-XX transit records sent in an EMI mechanized format. These records can be used to provide information necessary for each Party to bill the originating Carrier for transit when Technically Feasible. The charge for each record created and transmitted is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of Billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of Billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

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7.7.3 Inter-Company Settlements (ICS) revenues will be settled through the Calling Card and Third Number Settlement System (CATS). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one (1) service provider's network and are billed by another service provider located within the same CenturyLink geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or CenturyLink in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its End User Customers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or Network Data Mover (NDM) will be made without the mutual agreement of the Parties.

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SECTION 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at CenturyLink's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in CenturyLink Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); security and cabling in CenturyLink's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of Interconnection and accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently nine (9) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, Remote Collocation and Facility Connected Collocation. Other types of Collocation may be requested through the BFR process. In addition, where CenturyLink may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which CenturyLink offers it. The terms and conditions of any such offering by CenturyLink shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority, as contemplated by Section 1.7.1.2 of this Agreement. For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to CenturyLink CLEC's own equipment for CenturyLink to install, repair, and maintain in CenturyLink's Premises. CLEC does not have physical access to its virtually collocated equipment in the CenturyLink Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space for placement of its equipment within CenturyLink's Premises for the purpose of interconnecting with CenturyLink Finished Services or accessing unbundled elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a CenturyLink Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, CenturyLink will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from CenturyLink

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pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Agreement or approved Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint application by CLECs in which CenturyLink will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. CenturyLink will prorate the charge for site conditioning and preparation undertaken by CenturyLink to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation application. CenturyLink shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection agreements with CenturyLink utilize a shared Collocation arrangement, CenturyLink shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from CenturyLink. CenturyLink shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's Interconnection or combining of Unbundled Network Elements, ancillary services and Finished Services. Under ICDF Collocation, CLEC need not collocate equipment in the CenturyLink Wire Center. With ICDF Collocation, CLEC will have access to the CenturyLink Wire Center and an ICDF to combine UNEs, ancillary services and Finished Services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs, ancillary services and Finished Services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs, ancillary services and Finished Services, CLEC may do so through the placement of a CLEC-owned Cross Connection device collocated in the CenturyLink Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation -- is available in those instances where space is legitimately exhausted in a particular CenturyLink Premises to accommodate Physical Collocation. CenturyLink shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent Technically Feasible. CenturyLink shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by CenturyLink, subject only to applicable OSHA, EPA, federal, State, and local safety and maintenance requirements. Such adjacent structure shall be in accordance with CenturyLink's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to CenturyLink's approval, which approval may not be unreasonably withheld or delayed. CenturyLink must provide power and Physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other Physical Collocation arrangement. CenturyLink must permit

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CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and Telecommunications Equipment, in adjacent facilities constructed by CenturyLink, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation -- See Section 9.4 for a description.

8.1.1.8 Remote Collocation -- allows CLEC to collocate equipment in or adjacent to a CenturyLink Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.1.1.8.1 With respect to Cross Connections for access to Subloop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning Subloop access and intervals are contained in Section 9.3. This type of Cross-Connection is not Collocation.

8.1.1.9 Facility Connected Collocation -- CenturyLink's Facility Connected (FC) Collocation provides CLEC with access to Unbundled Network Elements (UNEs), Ancillary Services and Finished Services within a CenturyLink Wire Center via an entrance facility without collocating physical equipment in the Wire Center. FC Collocation takes place on a termination block or termination panel within the designated Wire Center and is engineered by CenturyLink. Terminating a copper or fiber cable at a Demarcation Point cross-connection to the desired service facilitates Interconnection or access to UNEs, Ancillary Services, or Finished Services within a CenturyLink Central Office (CO).

8.1.1.10 Collocation Available Inventory

8.1.1.10.1 Collocation Available Inventory provides the terms and conditions under which CLEC can purchase returned Collocation sites and elements ("CenturyLink Postings"). Available sites will be posted on the "Collocation Classified" web site: http://www.CenturyLink.com/cgi-bin/wholesale/collocation.cgi.

8.1.1.10.1.1 CenturyLink Postings: Collocation sites available on the CenturyLink Available Inventory list may be totally or partially completed before being returned to CenturyLink inventory. Both caged and cageless sites will be offered on the inventory list.

8.1.1.10.1.1.1 Notwithstanding any other provision of this Agreement, if CenturyLink prepares a Quote Preparation Fee for a posted Collocation site and for any reason the posted Collocation site is returned to CenturyLink inventory, CenturyLink will post the Quote Preparation Fee quote (with the carrier's name redacted) on the inventory list for that site and, for future requests for that site, will waive the Quote Preparation Fee, as the quote has already been prepared, unless CenturyLink establishes a change in circumstance affecting the quoted price.

8.1.1.10.1.2 Intentionally Left Blank.

8.1.1.10.1.3 The "Collocation Classified" web site refers to a tool used by CLEC and CenturyLink to post listings of available Collocation sites.

The site contains CenturyLink Postings.

8.1.1.10.1.4 Inspection of Posted sites: Upon request, CLECs may inspect posted inventory at a mutually convenient time. The rate for such inspection is contained in Exhibit A as "Site Survey".

8.1.1.11 Collocation Transfer of Responsibility. Collocation Transfer of Responsibility is not addressed in this Agreement. If the Parties desire to address it at a later date, either Party may request an amendment pursuant to Section 5.30 of this Agreement.

8.1.1.12 Joint Testing

8.1.1.12.1 CenturyLink's Joint Testing Process ("Joint Testing") at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request CenturyLink to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation. The ICDF may be located at various points in the CenturyLink Wire Center including, but not limited to, a stand alone intermediate frame, Main Distribution Frame (MDF), fiber distribution panel (FDP), and existing Digital Cross Connect (DSX) frames. CLEC shall have access to all such points in the CenturyLink Wire Center where CLEC cabling terminates.

8.1.1.12.2 If Joint Testing shows that CenturyLink has incorrectly installed any Collocation facilities such that CLEC cannot use the Collocation to order services and facilities, CenturyLink shall promptly correct the error(s). If any corrections require ordering of materials, CenturyLink and CLEC will coordinate the ordering of materials. When the materials are received and the corrections made, the Parties will jointly retest until resolution. If terminations identified for testing show a greater than 2% error rate, and it is determined that the errors are CenturyLink errors, CLEC will not be charged for the Joint Test and any such retesting.

8.1.2 Intervals for Collocation are contained in Section 8.4.

8.1.3 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.2 General Terms

8.2.1 General Terms - All Collocation

8.2.1.1 CenturyLink shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, CenturyLink shall provide Collocation in accordance with all applicable federal and State laws.

8.2.1.1.1 For Commingling, see Section 24

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

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8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to CenturyLink of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Within ten (10) Days of receipt of the written inventory from CLEC, CenturyLink shall notify CLEC in writing of any objection, including a detailed description of the basis for the objection. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, CenturyLink will allow future Collocations of similar equipment without requesting a written justification unless and until CenturyLink can establish to the Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, CenturyLink will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network pursuant to the Act.

8.2.1.2.4. Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that CenturyLink may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided cross-connection device.

8.2.1.4 Demarcation Points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where CenturyLink shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and CenturyLink. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and CenturyLink shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, CenturyLink shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 CenturyLink will provide a connection between Unbundled Network

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Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation space; or

b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF;

d) at a direct connection point of termination as described in Section 8.3.1.11.2; or

e) at another Demarcation Point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase CenturyLink's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's equipment within CenturyLink's Premises. CenturyLink will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. CenturyLink shall provide standard Premises alarming, including alarming of CenturyLink power elements pursuant to CenturyLink Technical Publication 77385 and other applicable CenturyLink technical publications, if any, and other elements such as heating, ventilating and air conditioning (HVAC), smoke, temperature, water, fire and security. CenturyLink shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements CenturyLink imposes on its own equipment located on its Premises. Both CenturyLink and CLEC are responsible for taking appropriate precautions during their construction projects, in accordance with CenturyLink Technical Publication 77350 and other applicable CenturyLink technical publications, if any, to prevent contamination and each Party will be responsible for the cost of clean-up of any abnormal contamination due to its construction work.

8.2.1.9 Space Availability Report – Upon request by CLEC, CenturyLink will submit to a requesting CLEC within ten (10) Days of CLEC's request, a report for each requested Premises, that includes:

a) Available Collocation space in a particular CenturyLink Premises;

b) Number of collocators;

c) Any modifications in the use of the space since the last report;

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d) Measures that CenturyLink is taking to make additional space available for Collocation;

e) Whether sufficient power is available to meet the specific CLEC request;

f) Number of CLECs in queue at the Premises, if any;

g) Whether the Wire Center is equipped with DS3 capability; and

h) The number and description of CenturyLink and its Affiliates and CLEC reservations of space.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the Customer addresses served by each Remote Premises are available to CLECs through the Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the CenturyLink web site located at http://www.CenturyLink.com/iconn). If CLEC is unable to determine the information it seeks regarding Remote Premises after using such database tools, CenturyLink will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. CenturyLink will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of CenturyLink's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a CenturyLink Premises for placement of CLEC's equipment. If a complete application for Collocation is denied, no fees will be assessed for processing the application. Also, if any fees were received with the application such fees will be refunded. If CenturyLink determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, CenturyLink will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, CenturyLink shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where

adjoining space is not available, CenturyLink will engineer a Route for CLEC to provide facilities between the non-adjoining CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, CenturyLink shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – CenturyLink will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where CenturyLink has exhausted Collocation space. n lieu of a Collocation order, CLEC may submit a letter of intent to order Collocation space for a Premises and be included on the list. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, CenturyLink will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all CLECs in queue, CenturyLink shall notify CLECs of the availability of space in accordance with CLEC's position in the queue. CLEC must respond within ten (10) Days of receipt of notification from CenturyLink with a new Collocation application. If CLEC does not provide a Collocation application within ten (10) Days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue. There are no charges assessed to CLEC in relationship to the space denial queue procedures described in this paragraph.

8.2.1.11 If CenturyLink denies a request for Collocation in a CenturyLink Premises due to space limitations, CenturyLink shall allow CLEC representatives to tour the entire Premises escorted by CenturyLink personnel within ten (10) Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. CenturyLink will review the detailed floor plans for the Premises with CLEC during the tour, including CenturyLink reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, CenturyLink and CLEC disagree about whether space limitations at the Premises make Collocation impractical, CenturyLink and CLEC may present their arguments to the Commission. In addition, if after the fact, it is determined that CenturyLink has incorrectly identified the space limitations, CenturyLink will honor the original Collocation Application Date for determining RFS unless both Parties agree to a revised date.

8.2.1.12 CenturyLink shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where CenturyLink claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 Space Exhaust Reports

8.2.1.13.1 CenturyLink will maintain a publicly available document, posted for viewing on the Internet, (http://www.CenturyLink.com/wholesale/notices/collo/spaceAvail.html) indicating all Premises that are full, and will update this document within ten (10) Days of

the date at which a Premises runs out of physical space and will update the document within ten (10) Days of the date that space becomes available. The Space Exhaust Report will be updated within the ten (10) Day period and will identify all Wire Centers that are full, whether or not there has been a CLEC requested Space Availability Report.

8.2.1.13.2 Space Denial Reports- The Space Denial Report is another publicly available document which includes, based on information CenturyLink develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process: http://www.CenturyLink.com/wholesale/notices/collo/spaceAvail.html.) The Space Denial Report will be updated within ten (10) Days after CenturyLink denies any application for Collocation due to a lack of space.

a) Number of CLECs in queue at the Premises, if any;

b) Premises that have not been equipped with DS3 capability;

c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises;

d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by CenturyLink removing unused, obsolete CenturyLink equipment (including equipment in Collocation sites posted as CenturyLink sites on the Available Inventory web site, if the space falls within Sections 8.2.1.14.1.1 and 8.2.1.14.1.2 below) to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by CenturyLink.

8.2.1.14.1.1 If CLEC issues a forecast or reservation for Collocation, CenturyLink shall use its best judgment to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation application and unused, obsolete equipment must be removed to provide the requested Collocation, CenturyLink will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, CenturyLink will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon acceptance of quote by CLEC,

perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested unless the costs are included in the non-recurring or recurring charges.

8.2.1.15 Collocation Cancellation

8.2.1.15.1 General

8.2.1.15.1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has not received notification of completion from CenturyLink of CLEC's Collocation application. A Cancellation will only occur upon request by the canceling CLEC.

8.2.1.15.1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.2.1.15.1.3 All other types of Collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate CenturyLink Wholesale Collocation Project Manager.

8.2.1.15.1.4 A request for Cancellation is irrevocable once CenturyLink has accepted the Cancellation application.

8.2.1.15.2. General Terms

8.2.1.15.2.1 The canceling CLEC, may only submit a Cancellation application if a Collocation quote has been accepted and the initial payment has been paid. The Collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

8.2.1.15.2.2 CenturyLink will stop work on a job in progress upon receipt and acceptance by CenturyLink of a complete Cancellation application.

8.2.1.15.2.3 Based on when the Cancellation application is received by CenturyLink, the completion status of the Collocation job and the determination of the amount paid to CenturyLink, the following will occur: CenturyLink will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate credit adjustments, based on work performed and expenses incurred by CenturyLink. The revised final quote will be issued within thirty (30) Days of CenturyLink's acceptance of the Cancellation application.

8.2.1.15.2.4 In the event Splitter Collocation with the BAN of the Collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation application.

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8.2.1.15.2.5 In the event that CLEC has requested Direct CLEC-to-CLEC connections with the BAN of the Collocation site or Collocation application to be cancelled, such Direct CLEC-to-CLEC connection will be cancelled automatically pursuant to the submitted Cancellation application.

8.2.1.15.2.6 Upon cancellation, materials owned by CLEC and utilized in building the Collocation site will not be returned unless CLEC requests their return in writing (indicated in the notes section on the Collocation application form)

8.2.1.15.2.7 If CLEC's equipment is on the site prior to the scheduled Ready For Service (RFS) date, CenturyLink shall notify CLEC to remove its equipment.

8.2.1.15.3. Rate Elements

8.2.1.15.3.1 Pursuant to the terms of this Agreement, CenturyLink will not charge for the cancellation service except as specifically provided herein.

8.2.1.15.4. Ordering

8.2.1.15.4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

8.2.1.15.4.1.1 The application form is located on the CenturyLink web site at:
http://www.CenturyLink.com/wholesale/pcat/Collocation.html

8.2.1.15.4.1.2 The application must be submitted to colo@CenturyLink.com and rfsmet@CenturyLink.com

8.2.1.15.4.1.3 CenturyLink will notify CLEC within one (1) business day after CLEC submits the application as to whether the prerequisites have been met. If CenturyLink believes that such prerequisites have not been met, CenturyLink will specifically identify, in such notice to CLEC, the information needed to make the application complete. CenturyLink will validate the application within two (2) business days from receipt of an application meeting the prerequisites (i.e., a complete Collocation application).

8.2.1.16 CenturyLink may retain a limited amount of floor space for its own specific future uses, provided, however, that neither CenturyLink nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. CenturyLink shall relinquish any space held for future use before denying a request for Virtual Collocation

on the grounds of space limitations, unless CenturyLink proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that CenturyLink installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document and CenturyLink Technical Publication 77350 and other applicable CenturyLink technical publications, if any. A list of CenturyLink Premises and the applicable related earthquake ratings is available for review on the CenturyLink web site at: http://www.CenturyLink.com/wholesale/pcat/collocation.html.

8.2.1.18 CenturyLink will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, CenturyLink personnel are subject to trespass violations if, without written permission from CLEC (in the absence of an emergency, such as a fire or medical emergency), they are either inside CLEC physical caged collocated areas or provide access to unauthorized individuals.

8.2.1.18.1 CenturyLink will take all reasonable measures to insure that CLEC equipment collocated in CenturyLink Premises is afforded physical security at Parity with CenturyLink's similarly situated equipment. Should an event occur within a CenturyLink Premises that suggests vandalism or other tampering with CLEC's equipment, CenturyLink will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by CenturyLink. CenturyLink will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 CenturyLink shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, drinking water and CenturyLink technician workstations within the Premises on a twenty-four (24) hours per Day, seven (7) Days per week basis for CLEC personnel and its designated agents. CLEC may access the CenturyLink Central Office Manager's office when the Central Office Manager is present. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employee's entry into CenturyLink Premises. CenturyLink shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during an orientation meeting between CenturyLink and CLEC. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing in Section 8 shall be construed to limit CLEC's ability to obtain more than one form of Collocation (e.g., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

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8.2.1.22 Collocation Decommissioning

8.2.1.22.1 General

8.2.1.22.1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment therefrom.

8.2.1.22.1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.2.1.22.1.3 All other types of Collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate CenturyLink Wholesale Project Manager (WPM).

8.2.1.22.1.4 An application for Decommissioning is irrevocable once CenturyLink accepts the application.

8.2.1.22.2. General Terms

8.2.1.22.2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC pursuant to the terms of the Agreement.

8.2.1.22.2.2 CenturyLink requests the vacating CLEC remove equipment prior to submitting a Decommissioning application.

8.2.1.22.2.3 If CLEC does not remove equipment within thirty (30) Days after CenturyLink's acceptance of the Decommissioning application, CenturyLink will send a notification to CLEC stating the equipment is considered abandoned.

8.2.1.22.2.3.1 Upon receiving notification of abandonment from CenturyLink, CLEC will have fifteen (15) Days to notify CenturyLink that the equipment is not abandoned or to remove equipment.

8.2.1.22.2.3.2 CenturyLink will review CLEC responses and assess if the equipment has been abandoned in CenturyLink's reasonable discretion, after such fifteen (15) Days has passed. If CLEC does not remove the equipment in question and CenturyLink determines that the same has been abandoned, CenturyLink will send a final notification and bill for the labor charges associated with CenturyLink's removal of the abandoned equipment.

8.2.1.22.2.3.3 In the case of Virtual Collocation, CenturyLink will automatically remove all equipment within ninety (90) Days after receipt of CLEC's Decommissioning application.

8.2.1.22.2.3.3.1 CenturyLink will negotiate with CLEC for the pick up of the equipment.

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8.2.1.22.2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

8.2.1.22.2.4 Prior to submitting a Decommissioning application, financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of charges disputed pursuant to Sections 5 or 21.

8.2.1.22.2.4.1 CLEC financial obligations include payment of 100% of all undisputed non-recurring quoted charges and all undisputed applicable monthly recurring charges that are more than thirty (30)Days past due.

8.2.1.22.2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning application. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, Finished Services, and Line Sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning application will be rejected.

8.2.1.22.2.6 The Parties will comply with laws, rules, and regulations, if any, regarding notice to End User Customers and/or the Parties of discontinuance of service.

8.2.1.22.2.7 Intentionally Left Blank.

8.2.1.22.2.8 Intentionally Left Blank.

8.2.1.22.2.9 When submitting a Decommissioning application for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

8.2.1.22.2.9.1 CenturyLink requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that CenturyLink performs the decommissioning.

8.2.1.22.2.9.2 The CLEC submitting the Decommissioning application must:

8.2.1.22.2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes CenturyLink to disconnect the installed Direct CLEC-to-CLEC cabling.

8.2.1.22.2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning application, the application will be rejected as incomplete.

8.2.1.22.2.10 CLEC will be eligible for reimbursement on: (i) the Reusable elements (cable terminations including DS0, DS1, DS3, and fiber terminations for up to one calendar year, and (ii) the Reimbursable Elements (infrastructure used to establish or Augment CLEC's Collocation site, including cage, bays, HVAC, cable racking) for up to three (3) years, after the date the Decommissioning is completed. Such reimbursement will be of all funds received by CenturyLink from assuming CLEC for such Reusable and Reimbursable elements, subject to outstanding non-recurring charges relating to the Collocation site. In no event shall vacating CLEC receive more than the amount of funds paid by the vacating CLEC for the vacated Collocation site. An inventory will be completed by CenturyLink and furnished within ninety (90) Days of the Decommission application acceptance identifying the Reusable and Reimbursable elements and the potential credit. Reusable and Reimbursable elements are also discussed in Section 8.3.11, Available Inventory.

8.2.1.22.2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site from CenturyLink upon CenturyLink's completion of the work called for by CLEC's original Collocation application.

8.2.1.22.3. Rate Elements

8.2.1.22.3.1 Under the terms of this Agreement, CenturyLink will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. In such cases, the applicable rates shall be the following:

8.2.1.22.3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

8.2.1.22.3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

8.2.1.22.4. Ordering

8.2.1.22.4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

8.2.1.22.4.1.1 The application form is located on the CenturyLink web at: http://www.CenturyLink.com/wholesale/pcat/Collocation.html

8.2.1.22.4.1.2 The Decommissioning application should be submitted to: colo@CenturyLink.com and rfsmet@CenturyLink.com.

8.2.1.22.4.1.3 CenturyLink will notify CLEC within one (1) business day after CLEC submits the Decommissioning application as to whether the prerequisites have been met. If CenturyLink believes that such prerequisites have not been met, CenturyLink will specifically identify, in such notice to CLEC, the information needed to make the Decommissioning application complete. CenturyLink will validate the Collocation Decommission application within two (2) business days from receipt of an application meeting the prerequisites (i.e., a complete Collocation Decommission application).

8.2.1.22.5 Billing

8.2.1.22.5.1 CLEC shall pay all monthly recurring charges until CenturyLink receives the complete Collocation Decommission application, meeting the prerequisites described in 8.2.1.22.4.1.3. The effective date to cease the monthly recurring Billing will coincide with the date that the complete Collocation Decommission application was submitted.

8.2.1.23 CLEC-to-CLEC Connections

CLEC-to-CLEC Connections shall be ordered either as part of an application for Collocation under Section 8.4 or separately from a Collocation application in accordance with Section 8.2.1.23.3.5. Direct CLEC-to-CLEC Connections and CLEC-to-CLEC Cross Connections at the ICDF are available as follows:

8.2.1.23.1 Direct CLEC-to-CLEC Connections (CLEC provided cable)

CenturyLink shall design and engineer the most efficient Route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same CenturyLink Premises; or to CLEC's own non-contiguous Collocation space. The most efficient Route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient cable Route and cable racking, CenturyLink shall consider all information provided by CLEC in the application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. CLEC shall have access to the designated Route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the Route specified by CenturyLink. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User Customer's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises).

8.2.1.23.2 Intentionally Left Blank

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8.2.1.23.3 CLEC-to-CLEC Cross Connections at an ICDF

8.2.1.23.3.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a CenturyLink Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same CenturyLink Premises at an ICDF.

8.2.1.23.3.2 CenturyLink will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on ICDF(s) at the same service rate level.

8.2.1.23.3.3 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the ICDF frame/bay where the other CLEC resides. CenturyLink shall allow Central Office access to CLEC for engineering and ordering purposes; in cases of Virtual Collocation a CenturyLink escort will be required. These tie cables would be ordered through the existing Collocation application form.

8.2.1.23.3.4. CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters, regeneration may be required.

8.2.1.23.3.5 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the industry ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. CenturyLink must not reproduce copies for its Customers, as this is a copyright violation. The industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.23.3.6 CenturyLink, following receipt of the ASR, will perform ICDF connections and regeneration functions, if required. Equipment additions for regeneration (if no spares are available) will be initiated. CenturyLink completes these activities and conducts verification testing (when a signal is present) appropriate to the facility being ordered.

8.2.1.23.3.6.1 Verification testing (when a signal is present) of the cross-connection will be conducted to assure compliance with the ASR. Cooperative testing on circuits will be conducted with CenturyLink and requesting CLEC(s) technicians.

8.2.1.23.3.6.2 CenturyLink will coordinate with the requesting CLEC and schedule the testing of the completed cabling, ICDF connections and regeneration. CLEC(s) will be responsible to terminate cabling into their respective Collocation equipment prior to the testing effort.

8.2.1.23.3.6.3 Although circuit testing is the responsibility of the CLECs, CenturyLink will provide technician support of CLEC to CLEC circuit testing efforts and provide trouble-shooting support, as necessary to successfully complete an ASR.

8.2.1.24 CenturyLink will provide CLEC the same connection to the network as CenturyLink uses for provision of services to CenturyLink End User Customers. The direct connection to CenturyLink's network is provided to CLEC through direct use of CenturyLink's existing Cross Connection network. CLEC and CenturyLink will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate CenturyLink Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with CenturyLink terminations on CenturyLink frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the CenturyLink cross-connection frame, CLEC may request a tour of the CenturyLink Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) Days. CLEC must pay all associated conversion charges.

8.2.1.28 CenturyLink shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by CenturyLink. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking. Outside CLEC's physical space, CLEC may install the tie cables, blocks, and terminations on the ICDF or for CLEC-to-CLEC connections. If CLEC elects to construct or subcontract the construction and build-out of Physical Collocation arrangements, CenturyLink shall reduce the charges, which are reflected in CenturyLink's quote, accordingly. CenturyLink approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use CenturyLink or CenturyLink contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by CenturyLink of CLEC's employees, vendors or subcontractors shall be based on the same criteria that CenturyLink uses in approving contractors for its own purposes. CenturyLink shall, upon request, provide CLEC with a list of approved contractors.

8.2.1.29 Power

8.2.1.29.1 CenturyLink will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the CenturyLink facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. CenturyLink will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as CenturyLink becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, CenturyLink shall immediately notify CLEC by ACR if a condition exists with respect to power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.29.2 -48V DC Power Ordering, Monitoring, and Measuring. Each Party reserves its right to advocate for changes regarding the rates and application of the rates for the elements in this Section (including subparts) in a Commission docket (e.g., cost case).

8.2.1.29.2.1 CLEC orders DC power plant in increments of twenty (20) amps per feed minimum. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. CenturyLink measures power usage on the power board, as described in Section 8.2.1.29.2.2 below. If CLEC orders an increment of sixty (60) amps or less, the power feed will normally appear on a Battery Distribution Fuse Board (BDFB). No power usage measurement occurs at a BDFB.

8.2.1.29.2.2 Measurement of Power Usage at the Power Board – Unless CLEC requests power measurement, power will not be measured. CenturyLink will bill CLEC power usage based on the amount of power ordered unless power measurement is requested and until a reading is taken pursuant to this Section. CenturyLink will measure power usage at the power board on a semi-annual basis. However, CenturyLink also agrees to take a reading within thirty (30) Days of a written CLEC request. CenturyLink will perform a maximum of four (4) readings per year for a particular Collocation site. Based on these readings, if CLEC is utilizing less than the ordered amount of power, CenturyLink will reduce the monthly power usage rate to CLEC's actual use based on the reading from the date of CLEC's measuring request on a going forward basis until the next reading. If CLEC is utilizing more than the ordered amount, CenturyLink will increase the monthly usage rate to the CLEC's actual use. Once CenturyLink receives a CLEC measuring request, it will bill the actual power usage rate based on the reading from the date of the CLEC's measuring request, on a going forward basis, until the next reading. If the CLEC's order for DC Power to a collocation includes a request for measured usage, CenturyLink will only bill for DC Power Usage for this Collocation on a measured basis. The CLEC is responsible

for notifying CenturyLink immediately when DC Power begins to be used in the Collocation.

8.2.1.29.3 -48V DC Power Reduction/Restoration

8.2.1.29.3.1 DC Power Reduction.

8.2.1.29.3.1.1 DC Power Reduction With Reservation allows CLEC to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed. Power must be reduced down to zero. CLEC will retain the existing power cabling and fuse position for future power requests or until such time as CLEC informs CenturyLink it wishes to discontinue the option. See Section 8.5.5.2.

8.2.1.29.3.1.2 DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary and/or secondary feed to a minimum of twenty (20) amps.

8.2.1.29.3.1.3 When CLEC orders a reduction in DC Power, CLEC assumes all responsibility for adverse impacts to CLEC-provided service and equipment within the Collocation space that arise due to the reduced level of power ordered by CLEC.

8.2.1.29.3.2 DC Power Restoration

8.2.1.29.3.2.1 DC Power Restoration With Reservation allows CLEC to restore reserved power on the power board or BDFB.

8.2.1.29.3.2.2 DC Power Restoration Without Reservation allows CLEC to restore amps on a primary and/or secondary feed.

8.2.1.29.3.3 Moves between the BDFB and the power board associated with CLEC's request for Power Reduction/Restoration will occur only when both CLEC has requested Power Reduction or Restoration and a move is required to fulfill CLEC's request. Appropriate charges will apply when moves are required. Moves may be required when: 1) CenturyLink is unable to re-fuse CLEC at its original power source or to use an alternative fuse position on the power board, or (2) power is moved from the BDFB to the power board because CLEC's power increases from sixty (60) amps or below to above sixty (60) amps. See Section 8.2.1.29.2.1.

8.2.1.29.3.3.1 If a move between the BDFB and the Power Board is necessary, CenturyLink will provide the applicable ICB rates in the QPF quote. If no such move is required, no ICB charge for the move applies. CenturyLink will provide a quote for any move between the BDFB and the power board to CLEC within twenty-five (25) Days. For ordering, see Section 8.4.10.

8.2.1.29.3.4 In instances where no fuse positions are available and a

fuse position is needed for CenturyLink or a requesting CLEC, CenturyLink reserves the right to notify CLEC of the need to either re-energize the secondary feed(s) to at least twenty (20) amps or relinquish the power cabling and fuse position to CenturyLink within thirty (30) Days of receipt of the notification. If CLEC elects not to re-energize the secondary feed to at least twenty (20) amps, the reservation of the power cabling and fuse position will be cancelled, and CenturyLink will stop Billing for the Power Maintenance Charge. If CenturyLink is unable to provide the requested power restoration of the held feed(s) due to power capacity exhaust, CenturyLink will refund all Power Maintenance Charges collected since the reservation was accepted.

8.2.1.30 No later than the date CLEC accepts a Collocation site, CenturyLink shall provide CLEC a document providing a detailed layout record of final inventory and wiring conditions that relate to CLEC's Collocation site (the "APOT Form"). The APOT Form shall include particulars relating to a CLEC application for Collocation as well as CFA termination data such as cable name, facility type, channel (first unit pair, last unit pair), cable length, A (CO) and Z (CLEC) CLLIs, service type, frame code, floor, relay rack, panel, jacks/mod, fiber count, fiber circuit IDs, etc. The APOT Form is currently referred to as the "Physical Collocation Entrance Facility and Frame Termination Sheet".

8.2.1.30.1 Once CLEC accepts the quote for a Collocation site, CenturyLink will provide a preliminary APOT Form to CLEC. This form will be delivered at least fifteen (15) Days prior to the Ready For Service (RFS) date and will contain the terminations as originally assigned by CenturyLink. The terminations identified on the preliminary APOT Form are subject to change until CenturyLink issues the final APOT Form. Once CenturyLink completes the Collocation site preparation, on or before the RFS date, and CLEC has paid 100% of the non-recurring charges associated with the Collocation site, CenturyLink will deliver a final APOT Form to CLEC. The Parties will schedule a walk through of the space within twenty-one (21) Days of RFS. CenturyLink will provide the final APOT Form to CLEC prior to the final walk through which will enable CLEC to verify whether information on CenturyLink's final APOT Form matches the labeling of the APOT terminations on the ICDF._Final APOT indicates that the terminations are loaded into CenturyLink's systems. During the final walk through with a CenturyLink designated employee, CLEC has the opportunity to review the Collocation site ordered by CLEC. The walk through shall be acceptance of the Collocation site unless deviations are noted in the completion package referred to in Section 8.5.3.1. CenturyLink will correct any deviations identified by CLEC at no additional charge. If CLEC has utilized information on its preliminary APOT Form to place orders for UNEs, Ancillary Services, Finished Services, etc., CLEC must verify the information against its final APOT Form. If CenturyLink changes the APOT information from the preliminary APOT Form to the final APOT Form, CLEC must supplement the affected orders to include the correct information. If CenturyLink provides final APOT information, but later changes the final APOT, CenturyLink will process, at no additional charge, the supplemental orders. If CenturyLink provides final APOT information, but later changes the final APOT, CenturyLink will process the individual supplemental circuit orders at no additional charge. CenturyLink will use its best efforts to meet the Due Date on the original order for the circuit(s). Failure by CenturyLink to meet the original Due Date will trigger the applicable remedies contained in Exhibit K of this Agreement. If one final APOT for a Collocation site is in error, monthly recurring

Collocation charges for CFA terminations in error will be credited during the time between (1) the identification of an APOT error and (2) after all of the following have been completed: CenturyLink's resolution of the error, CenturyLink's provision of corrected APOT information to CLEC and input of that information into CenturyLink's system. If, within a thirty (30)-Day period, more than one final APOT for a Collocation site is found to be in error, CenturyLink will credit CLEC all monthly recurring Collocation charges for that Collocation site for the time period between (1) the identification of the second APOT error and (2) after all of the following have been completed: CenturyLink's resolution of the error, CenturyLink's provision of corrected APOT information to CLEC and input of that information into CenturyLink's system.

8.2.1.30.2 CenturyLink will label the CLEC block on the ICDF and TIE cable in the Collocation site with the appropriate cable information.

8.2.1.31 If CenturyLink finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Collocation Premises, CenturyLink shall provide a written notice to CLEC which shall at a minimum include (i) the identification of the affected Collocation Premises, (ii) the bases for CenturyLink's determination of abandonment, (iii) a point of contact at CenturyLink regarding the claimed abandonment and (iv) notice that CLEC has thirty (30) Days from the date of such notice to remove its equipment or property.

8.2.1.31.1 If CLEC responds in writing within thirty (30) Days that it disputes CenturyLink's determination of abandonment, the parties may resolve the dispute through negotiation or Dispute resolution pursuant to Section 5.18, initiated no later than the end of such thirty (30) Day notice period.

8.2.1.31.2 If CLEC responds in writing to such notice agreeing with such abandonment or fails to respond to such notice, CLEC's equipment shall be deemed abandoned and CLEC shall have until the end of such thirty (30) Day notice period to remove its equipment or property from the Collocation Premises. If CLEC fails to remove all of its equipment or property by the end of such thirty (30) Day period, such equipment or property shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to CenturyLink and CenturyLink may appropriate, sell, store, and/or otherwise dispose of such equipment. Once the time period for removal of all of CLEC's equipment or property has elapsed, CenturyLink shall cease charging CLEC any recurring charges associated with the Collocation Premise where such abandoned equipment or property was located. CLEC shall reimburse CenturyLink for all reasonable expenses incurred in connection with the storage or disposition of such equipment or property, provided that CenturyLink makes reasonable efforts to mitigate such expenses. If CenturyLink receives value for such abandoned equipment or property, CenturyLink shall use such value to offset expenses it incurs in appropriating, selling, storing or otherwise disposing of such equipment or property. CenturyLink shall not be obligated to provide CLEC with an accounting of expenses CenturyLink seeks to recover from CLEC, unless CLEC requests in writing such an accounting and agrees to bear the reasonable expenses incurred by CenturyLink in preparing the same.

Notwithstanding the provisions of this section, where CLEC has submitted a Decommissioning application, the terms for Collocation Decommissioning, Section 8.2.1.22, contained in this Agreement shall apply.

8.2.1.32 CLEC shall not be required by CenturyLink to relocate a Collocation site. If CLEC, at CenturyLink's request, agrees to relocate a Collocation site, then CenturyLink shall reimburse CLEC for any and all costs reasonably associated with such relocation.

8.2.1.33 CenturyLink will mitigate and clean up hazardous wastes, materials or substances, if any, on its Premises (including Collocation sites available pursuant to Sections 8.2.10.3 and 8.2.10.4) in compliance with Applicable Law and technical publications, including Technical Publication 77350 and other applicable CenturyLink technical publications, if any. Except as provided in the previous sentence, for purposes of this Section 8.2.1.33, materials containing asbestos (including but not limited to floor tiles) when undisturbed shall not be considered to be hazardous waste, materials or substances. Before conveyance of a Collocation Site to CLEC, CenturyLink will notify CLEC in writing of the presence of any such materials containing asbestos. Notwithstanding Section 8.2.10.4.4, if hazardous material is contained in a Standard Site or a Special Site prior to CLEC's acceptance of that Site, CenturyLink will mitigate such hazardous wastes, materials or substances in the Site before CLEC acceptance of the Site.

8.2.2 General Terms - Virtual Collocation

8.2.2.1 CenturyLink is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, CenturyLink shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink.

8.2.2.2 CLEC will not have physical access to the virtually collocated equipment in the CenturyLink Premises. However, CLEC will have physical access to the Demarcation Point in the CenturyLink Premises.

8.2.2.3 CLEC will be responsible for obtaining and providing to CenturyLink administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in CenturyLink Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's virtually collocated equipment by CenturyLink, all warranties and access to ongoing technical support are passed through to CenturyLink at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by CenturyLink.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, State or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide CenturyLink interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety and engineering standards shall apply to

CLEC equipment only to the degree that they apply to CenturyLink equipment located in CenturyLink's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of CenturyLink's initial direct training charges associated with training CenturyLink employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when such equipment is different than the standard equipment used by CenturyLink in that Premises. This includes per diem charges (*i.e.,* expenses based upon effective CenturyLink labor agreements), travel and lodging incurred by CenturyLink employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from CenturyLink's fault or negligence.

8.2.3 General Terms - Caged and Cageless Physical Collocation

8.2.3.1 CenturyLink shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that CenturyLink may provide Virtual Collocation if CenturyLink demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Intentionally Left Blank.

8.2.3.4 CenturyLink will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When CenturyLink constructs the collocated space, CenturyLink will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to CenturyLink Technical Publication 77350 and other applicable CenturyLink technical publications, if any, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, Maintenance and Repair of its equipment located within the physically collocated space leased from CenturyLink.

8.2.3.7 CenturyLink shall permit CLEC to commence installation of its equipment prior to completion of CenturyLink's work on the remaining Collocation infrastructure, at

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no additional charge to CLEC. Such "early access" date will be negotiated by CenturyLink and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted non-recurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted non-recurring charges. All appropriate (i.e., space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by CenturyLink.

8.2.3.8 Upon completion of the construction of the Collocation project, CenturyLink will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 CenturyLink will determine and notify CLEC, in the manner described below, within ten (10) Days of CLEC submitting its Collocation application if CenturyLink believes CLEC's listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to CenturyLink. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from CenturyLink. If, during installation, CenturyLink determines CLEC activities or equipment other than those listed in the Collocation application do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to CenturyLink, CenturyLink has the right to stop all installation work related to the activities or equipment at issue until the situation is remedied or CLEC demonstrates that CenturyLink's determination was incorrect. CenturyLink shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that CenturyLink locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of CenturyLink employees, interfere immediately with the performance of CenturyLink's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, CenturyLink may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. If time permits, CenturyLink shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action CenturyLink seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 This Section 8.2.3.10 applies as set forth herein, notwithstanding anything that may be to the contrary in Section 8.2.3.9. All equipment placed will be subject to random safety audits conducted by CenturyLink. CenturyLink will not enter CLEC's caged Collocation space or access CLEC's cageless Collocation equipment as part of a random safety audit. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, pursuant to the random audit, CenturyLink does not demonstrate non-compliance, CenturyLink shall pay CLEC using the rates in Exhibit A for Additional

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Labor Other, for CLEC time spent, if any, as a result of CenturyLink's audit. If, at any time, pursuant to a random audit or otherwise, it is determined that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the CenturyLink time spent for audit using the rates in Exhibit A for Additional Labor Other, removal, modification to, or installation of the equipment to bring it into compliance. CenturyLink shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that CenturyLink locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, CenturyLink may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of CenturyLink employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, CenturyLink may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense. In the event CLEC notifies CenturyLink that CLEC disputes any action CenturyLink seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.11 CenturyLink shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocated space. Upon CLEC's request, this service shall be available per standard CenturyLink business service Provisioning processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and CenturyLink space through a cage enclosure. CenturyLink will construct the cage enclosure or CLEC may choose from CenturyLink approved contractors or may use another vendor of CLEC's own choosing, subject to CenturyLink's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, State, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, CenturyLink will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the CenturyLink Space Reclamation Policy, a price quote to rearrange CenturyLink equipment to provide CLEC with adjacent space.

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8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from five (5) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities; 2) purchasing private line or Access Services; 3) Unbundled Network Elements; 4) microwave entrance facilities; and 5) CLEC to CLEC connection to a third party provider. Other entrance facility technologies may be requested through the BFR process.

8.2.4.2 Collocation Fiber Entrance Facilities. CenturyLink offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the CenturyLink Wire Center and a Collocation Point of Interconnection (C-POI) outside the CenturyLink Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside CenturyLink's Wire Center. CenturyLink will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by CenturyLink from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The CenturyLink provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of 12 fibers. CLEC's fiber cable is spliced into a CenturyLink-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides CenturyLink with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 Cross-Connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the CenturyLink Wire Center. CLEC's fiber cable is spliced into a CenturyLink provided shared fiber entrance cable in 12 fiber increments. The CenturyLink fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the CenturyLink Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the CenturyLink Wire Center. This option provides maximum flexibility in distributing

fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – CenturyLink will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the CenturyLink Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one (1) for a shared entrance cable).

8.2.4.4 CenturyLink will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 CenturyLink shall provide an Interconnection point or points, physically accessible by both CenturyLink and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter CenturyLink's Wire Center, provided that CenturyLink shall designate Interconnection points as close as reasonably possible to its Premises. CenturyLink shall offer at least two (2) such Interconnection points at each CenturyLink Wire Center when at least two (2) entry points pre-exist and duct space is available. CenturyLink will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If CenturyLink requires the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase CenturyLink Tariffed or cataloged Private Line or Switched Access Services.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities. CenturyLink offers Microwave Entrance Facilities, on Premises owned or controlled by CenturyLink, to access CLEC transmission equipment collocated on or inside the CenturyLink Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. CLEC may place its microwave antenna on a CenturyLink owned or controlled existing tower, building, or supporting structure, where space is available, or CLEC may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to CenturyLink's network or access to CenturyLink's

Unbundled Network Elements.

8.2.4.9.1 CenturyLink will jointly coordinate and plan with CLEC for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a CenturyLink Premises. The method of placing CLEC microwave equipment shall be mutually agreed upon. Tower or building roof space that allows for unobstructed line-of-sight will be provided by CenturyLink where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, CLEC may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per Port used basis.

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or if requested, CenturyLink will perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility application for each antenna arrangement and each CenturyLink Premises requested. A site visit will include appropriate CenturyLink and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) Days after receipt by CenturyLink of the CLEC's Microwave Entrance Facility application, unless the CLEC requests a later date. If CLEC performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to CenturyLink and CenturyLink will only bill for an inspector fee per site requested. If either Party disputes the Technical Feasibility, space availability, or other conditions proposed by CenturyLink, the Parties will promptly petition the Commission for resolution of the dispute.

8.2.4.9.3 If CenturyLink performs the feasibility analysis, a response will be provided to CLEC within thirty (30) Days after the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, CLEC will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, CenturyLink will provide a quote for the Microwave Entrance Facility with the quote for the submitted Collocation application. If CLEC does not submit a Collocation application for the Premises within thirty (30) Days following the completion of the line-of-sight and structural feasibility analysis or CLEC subsequently cancels the Collocation application, CLEC will be billed for the site visit.

8.2.4.9.4 CLEC must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain the CLEC facilities. If CenturyLink's assistance is required in order for a CLEC to obtain necessary licenses or permits, CenturyLink will not unreasonably withhold such assistance. CLEC will pay all expenses associated with that assistance on a time and materials basis.

8.2.4.9.5 CLEC is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. CLEC shall provide the cable from the antenna equipment to the

building cable entry hatch. However, CLEC is not permitted to penetrate the building exterior wall or roof. CenturyLink will do all building penetration and CenturyLink will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to the CLEC's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by CLEC. CLEC facilities shall not physically, electronically, or inductively interfere with the existing CenturyLink or other CLECs' equipment. Each transmitter individually and all transmitters collectively, for CenturyLink, CenturyLink Affiliates and CLECs, at a given location shall comply with appropriate Federal, State, and Local regulations governing the safe levels of RF radiation.

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, CenturyLink shall impose no charges on CLEC for such work. In the event the CLEC fails to remove its microwave equipment, CLEC shall be liable to CenturyLink for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by CenturyLink.

8.2.4.10 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase CLEC to CLEC connection to a third party provider.

8.2.5 General Terms – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who require access to the CenturyLink Wire Center for combining Unbundled Network Elements, ancillary services and Finished Services, including local Interconnection trunks. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where CenturyLink will terminate the Unbundled Network Elements, ancillary services and Finished Services ordered by CLEC. CLEC may combine one (1) UNE to another UNE, an ancillary service, or a Finished Service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX Panels for DS1 and DS3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame

8.2.5.1.1 For Commingling, see Section 24.

8.2.5.2 All CenturyLink terminations on the Interconnection Distribution Frame will be given a frame address. CenturyLink will establish and maintain frame address records for CenturyLink terminations. CenturyLink will maintain assignment records for each Unbundled Network Element, ancillary service and Finished Service ordered by CLEC that is terminated on the Interconnection Distribution Frame. CenturyLink will provide CLEC with the frame assignments for each Unbundled Network Element, ancillary service and Finished Service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame

addresses to connect Unbundled Loops, ancillary and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

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8.2.6 General Terms - Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing CenturyLink controlled environmental vault, controlled environmental hut, or similar structures on or under CenturyLink owned, leased or otherwise controlled property contiguous to a CenturyLink Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under CenturyLink owned, leased or otherwise controlled property contiguous to a CenturyLink Premises. Such adjacent structure shall be in accordance with CenturyLink's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to CenturyLink's approval. CenturyLink will review the building and property plans for the new structure within thirty (30) Days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, CenturyLink shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. CenturyLink will exercise its rights within seven (7) Days of receiving notice of termination. In the event CenturyLink declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to CenturyLink's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 CenturyLink shall provide written authorization for use of CenturyLink's property to CLEC or CLEC's contractor, to the extent that CenturyLink owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements.

8.2.6.3 CenturyLink will provide power and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, CenturyLink will evaluate all parking or other spaces outside the CenturyLink Premises on CenturyLink property that can be reasonably made available to CLEC for Adjacent Collocation. CenturyLink will retain a reasonable amount of parking space for CenturyLink technicians or other vehicles, including CLECs. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously

exhausted CenturyLink structure, CenturyLink shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the CenturyLink structure. Instead, CenturyLink shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 General Terms – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a CenturyLink Remote Premises that is located remotely from a CenturyLink Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to Technical Feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.2.8 General Terms for Facility Connected Collocation

8.2.8.1 FC Collocation is available if CLEC wishes to obtain access to Unbundled Network Elements (UNEs), Ancillary Services or Finished Services without the use of equipment collocated in a CenturyLink Wire Center.

8.2.8.2 CenturyLink performs the installation of individual UNEs to the block termination point indicated by CLEC on the Alternative Point of Termination (APOT) form

8.2.8.3 FC Collocation is available with the following configurations:

8.2.8.3.1 Copper Entrance Facility for termination and cross-connection to appropriate Digital Service Level 0 (DS0) and Digital Service Level 1 (DS1) UNE services (if utilized for DS1 UNEs, CLEC must transmit a Trunk Level 1 (T1) templated signal over the copper facility). DS1 Copper entrance facilities will be wired to a DS1 office repeater to remove line voltage before terminating on the DSX Panel. CenturyLink will install and charge for this repeater equipment.

8.2.8.3.2 Fiber Entrance Facility termination and cross-connection to appropriate fiber UNEs (Dark Fiber).

8.2.8.3.3 Other levels of service such as Digital Service Level 3 (DS3) or DS1 utilizing fiber are available via the Bona Fide Request (BFR) when there is an issue of Technical Feasibility. When there is no issue of Technical Feasibility the SRP will be used.

8.2.8.3.4 All CenturyLink terminations on the Termination Frame or Termination Panel will be given a frame address. CenturyLink will establish and maintain frame or panel address records for CenturyLink terminations.

8.2.8.3.5 Protection for lightning or voltage is required when copper entrance facilities are used and CenturyLink will require protection units on standard connector blocks on the distribution frame. CenturyLink will engineer and install this protection. All copper cables used for Interconnection or access to UNEs,

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Ancillary Services, or Finished Services must come through a cable vault/entrance facility and have grounded/bonded sheaths.

8.2.8.3.6 CLEC is responsible for providing an entrance facility to the Collocation-Point of Interconnection (C-POI).

8.2.9 Intentionally Left Blank

8.2.10 General Terms - Collocation Available Inventory

8.2.10.1 The offering of a Collocation site from the CenturyLink Available Inventory list shall be limited to the offering of a specified site in CenturyLink's control to CLEC that either: (i) has a Commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (ii) is currently in negotiations with CenturyLink for such an Agreement.

8.2.10.2 The assuming CLEC for all CenturyLink posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its rights of occupancy prior to six (6) months of occupancy.

8.2.10.3 Standard Sites

8.2.10.3.1 CenturyLink Postings: Collocation sites available in the CenturyLink Postings may be partially or fully completed before being returned to CenturyLink inventory. Both caged and cageless sites will be offered in the CenturyLink Collocation Postings section. Sites will be offered under the terms and conditions set forth in CLEC's Interconnection Agreement. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to the CLEC's specifications. In CLEC Collocation application for such a site, CLEC may also request that CenturyLink reduce cable terminations. CLEC will be charged for the removal of such cable terminations, if CenturyLink completely removes such terminations from the Collocation space.

8.2.10.3.2 All services that were previously connected to the Collocation (e.g., Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "CenturyLink Postings" section of the Collocation Classifieds. Power, Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. CenturyLink shall inventory all Reusable and Reimbursable Elements and list them in the CenturyLink Postings. Shared resources including HVAC and racking will not be listed in the CenturyLink postings. When other Collocation space is not available, CenturyLink reserves the right to remove CenturyLink postings from the Available Inventory web site to satisfy CLEC applications for Collocation, for CenturyLink space requirement needs, or for CLEC Collocation Augments to existing sites. CenturyLink shall not use the CenturyLink Postings as a basis to claim exhaust (space, power, terminations, etc.) in any CenturyLink Premises.

8.2.10.3.3 If the assuming CLEC requests modifications to the CenturyLink posted site, the terms and conditions of this Agreement relating to Collocation Augments apply.

8.2.10.3.4 CLEC must pay the initial fifty percent (50%) of the quoted non-recurring charges to CenturyLink within thirty (30) Days of receiving the quote. If the payment is not received by CenturyLink within such thirty (30) Day period, the quote will expire and the requested site will be returned to CenturyLink inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

8.2.10.4 Special Sites:

8.2.10.4.1 CenturyLink may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment (Special Sites). These Special Sites will not be decommissioned and may be offered with Electronic Equipment (Equipment), Equipment Racks, Cages, DC power, Grounding and Terminations. These Special Sites will be posted in the CenturyLink Available Inventory posting under "Unverified sites with equipment".

8.2.10.4.2 Intentionally Left Blank.

8.2.10.4.3 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and CenturyLink State Interconnect Manager (SICM). Upon completion of the survey CenturyLink will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted non-recurring charges to CenturyLink within thirty (30) Days of receipt of the quote. If CenturyLink does not receive the payment within such thirty (30) Day period, the quote will expire and the requested site will be returned to CenturyLink inventory. The CLEC will be charged a Special Site Assessment fee as specified in Section 8.1.15.2.1 of Exhibit A for work performed up to the point of expiration or non-acceptance of the quote. See Section 8.3.11.3.2. Each Party reserves its right to advocate for changes regarding the rates and application of the rates for the elements in this section in a Commission docket (e.g., cost case). Upon receipt of the full payment for the quoted non-recurring charges, CenturyLink will begin the establishment of the site records and complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that CLEC requires CenturyLink to install additional services to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.

8.2.10.4.4 For Special Sites; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CENTURYLINK IS SELLING EQUIPMENT THAT IS CLASSIFIED AS "USED" OR "SURPLUS" EQUIPMENT ON AN "AS IS, WHERE IS" BASIS. CLEC UNDERSTANDS AND AGREES THAT ALL EQUIPMENT IS, CONVEYED (I) IN AN "AS IS" "WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT AND (II) ALL EQUIPMENT IS CONVEYED WITHOUT ANY CENTURYLINK WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED BY A PARTICULAR

COURSE OF DEALING.

8.2.10.4.4.1 All software and software license agreements for any Equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

8.2.10.4.4.2 Any mitigation and clean up of a Special Site by CenturyLink before conveyance of the Special Site to the assuming CLEC pursuant to Section 8.2.1.33, and any handling, scrap, destruction or other disposition of any Equipment by the assuming CLEC after conveyance of the Special Site to the assuming CLEC, shall conform and comply with the following:

a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;

b) Any applicable CenturyLink Technical Publications.

8.2.10.4.5 Intentionally Left Blank.

8.2.11 General Terms - Joint Testing

8.2.11.1 CenturyLink will only perform Joint Testing between the CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is available upon CLEC's request. Joint Testing shall include, but not be limited to: (i) a comparison of the physical terminations of CLEC cabling (e.g., DS0s, DS1s, DS3s) at CenturyLink's ICDF against a printout of CenturyLink's APOT data, (ii) verification of cable count sequence and continuity for each cable pair in the inventory, and (iii) if any failure of continuity is found and cannot be resolved during the joint test, CenturyLink will provide notification of the resolution of such troubles.

8.2.11.2 CenturyLink will not charge a Quote Preparation Fee (QPF) for the Joint Testing Process. CenturyLink and CLEC will negotiate a scheduled test date within 10 Days from the receipt of the Joint Testing application. CenturyLink and CLEC will negotiate to complete the Joint Testing within thirty (30) Days after receipt of CLEC's application. CLEC must specify the terminations it is requesting for the Joint Testing. When Joint Testing is requested as part of an initial or subsequent application for Collocation (new, change, or Augment) CenturyLink will contact CLEC to negotiate a schedule for Joint Testing based on RFS date. CenturyLink will charge for Joint Testing on a per application basis as described in Section 8.2.11.6 of this Agreement.

8.2.11.3 CLEC must provide specific information about the terminations to be tested and preferred test dates and times, if any, on its application for CenturyLink to arrange a mutually agreeable Joint Testing date and time. CLEC may request Joint Testing on a Collocation application form or on an optional separate form for Joint Testing at the ICDF, both of which are available on the CenturyLink web site. CenturyLink will acknowledge via email an acceptance of CLEC's application within 2 business days of receipt of a Joint Testing at the ICDF application.

8.2.11.4 Each Party will provide test gear for its technicians. CenturyLink employees will assist CLEC in conducting Joint Testing on terminations at the ICDF. CenturyLink employees will not operate CLEC test gear.

8.2.11.5 If an error rate of 2% or more is determined to exist on the terminations that are identified for Joint Testing and are being tested during the scheduled Joint Testing period, and the errors are identified as CenturyLink errors, CenturyLink will not charge for the Joint Test and any retesting necessary for resolution. However, if the rate of error is less than 2%, or if the errors are facility errors on facilities provided by CLEC, CenturyLink will charge for the Joint Testing Process as described below (i.e., one pair is counted as two terminations and errors are counted on a per termination basis).

8.2.11.6 CLEC may request Joint Testing of additional terminations not identified on its application (new, change, or Augment) for Joint Testing by submitting the separate Joint Testing application form at a later date. With a minimum of ten (10) Days notice from CLEC, CenturyLink will also accept changes to the Joint Test application form if CLEC wants to change the date or number of terminations to be Joint Tested. Cancellations requested by CLEC less than 24 hours prior to the scheduled joint test will be billed the minimum charge. Scheduling for Joint Testing will be implemented as follows:

- The amount of time scheduled for Joint Testing must be agreed upon between CenturyLink and CLEC and must be a reasonable time period based on the number of terminations, types of terminations, the testing to be performed and other relevant factors. A qualified CenturyLink technician shall be available for the period of time scheduled for Joint Testing.

- At its discretion, CLEC may schedule multiple test dates on terminations to be tested. If CLEC requests multiple scheduling dates, CenturyLink will charge the minimum one (1) hour charge for each scheduled test date. Rules concerning cancellation will apply for multiple test dates.

- Every scheduled test will be billed a one (1) hour minimum charge. If possible, the CenturyLink technician will stay beyond the scheduled time to complete testing.

8.2.11.7 If CLEC requests that charges be waived pursuant to Section 8.2.11.5 because of CenturyLink errors found during testing, CenturyLink may access CLEC Collocation space to identify if the facility cabling sequence is correct. If CenturyLink wishes to access CLEC Collocation space, it must provide CLEC with notice of its desire to access such space and coordinate a mutually agreeable time with CLEC so that a CLEC representative can be present to make such access available. CLEC may view

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CenturyLink facility cabling at the ICDF to identify cable sequence. If the errors are validated as CenturyLink errors, the charges shall be waived. Otherwise, CenturyLink will charge for Joint Testing it performs.

8.2.11.8 If errors are found during the Joint Test Process, CenturyLink will only provide tools, materials and labor for the repair of CenturyLink-network faults. Repairs where CenturyLink has tools, materials and time will be completed on the same day as the Joint Testing. Where CenturyLink does not have tools, materials and time available, and no procurement of materials is necessary, CenturyLink will complete repairs within two (2) business days after the Joint Testing. In those situations where procurement of materials is necessary, or CenturyLink requires vendor assistance, CenturyLink will complete the repairs within seven (7) business days after the Joint Testing. The references to "time" in the preceding sentences mean that the repairs can be completed in the time scheduled for the Joint Testing or that the CenturyLink technician is able to remain after such scheduled time to complete repairs. Any time spent by CenturyLink repairing troubles for which CenturyLink is responsible shall be deducted from the Joint Testing time, unless no charges apply pursuant to Section 8.2.11.5 or Section 8.2.11.8.1. If errors are facility errors and CLEC provided such facilities, CLEC will be responsible for the replacement or repair of those facilities.

8.2.11.8.1 If CenturyLink performs repairs after the Joint Testing is concluded, within a reasonable amount of time CenturyLink shall notify CLEC of the completion of such repairs. Within a reasonable amount of time thereafter, CLEC may request Joint Testing of such repaired terminations. Such re-testing will be at no charge to CLEC.

8.2.12 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.3 Rate Elements

Rates for Collocation are included in Exhibit A. For Pricing generally, see Section 22.

8.3.1 Rate Elements - All Collocation

8.3.1.1 CenturyLink will recover Collocation costs through both recurring and non-recurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Order Form. A quote is then developed by CenturyLink for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quote in support of Collocation:

8.3.1.3 Quote Preparation Fee ("QPF"). CenturyLink will assess a QPF when it delivers a Collocation quote to CLEC. Once the quote is delivered, the QPF becomes a non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request. Quote Preparation includes the following functions: order validation, Collocation project management, space verification, inventory of all reusable elements, preparation of new design work package (power and space planning and engineering, entrance facility engineering and construction (as required), engineering of additional elements and associated database changes (e.g.,

deleting old termination from vacating CLEC and establishing assuming CLEC terminations), and preparation of initial quote. These work steps are the same for any new engineering job.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing CenturyLink owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power. There are two -48 Volt DC Power charges, as described below, one for -48 Volt DC Power Plant and one for -48 Volt DC Power Usage. Each Party reserves its right to advocate for changes regarding the rates and application of the rates for the elements in this section (including subparts) in a Commission docket (e.g., cost case).

8.3.1.6.1 The -48 Volt DC Power Plant charge provides -48 Volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Plant Charge recovers the cost of the capacity of the power plant available for CLEC's use.

8.3.1.6.2 The -48 Volt DC Power Usage Charge recovers the cost of the CLEC's power usage. -48 Volt DC Power Usage can be provided and charged on a non-measured basis, or, in some cases specified below, on a measured basis.

a) Non-Measured -48 Volt DC Power Usage Charge – CenturyLink will apply the -48 Volt Power Usage charge for the quantity of power ordered by the CLEC. CenturyLink will not adjust the billed usage based upon power usage readings. This applies to all CLEC orders for -48 Volt DC Power which are equal to or less than sixty (60) amps. CenturyLink will apply the -48 Volt DC Power Usage Charge for the quantity of power ordered by CLEC. CenturyLink will not adjust the billed usage based upon power usage readings. This charge also applies to all CLEC orders for -48 Volt DC Power Usage which are greater than sixty (60) amps, unless CLEC orders -48 Volt DC Power Measurement, in which case CLEC will be charged for Measured -48 Volt DC Power Usage as described in Section 8.3.1.6.2(b) below.

b) Measured -48 Volt DC Power Usage Charge – This measured power usage charge applies, if elected by CLEC, on a per amp basis to orders of greater than sixty (60) amps. For orders of

greater than sixty (60) amps, CLEC may elect Measured -48 Volt DC Power Usage pursuant to this provision by ordering -48 Volt DC Power Measurement. CenturyLink will initially apply the -48 Volt DC Power Usage Charge to the quantity of power ordered by CLEC. CenturyLink will read the actual power usage as described in Section 8.2.1.29.2.2 and will charge based on the power usage at the time of the reading, on a going forward basis, until the next reading.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power Feed is optional. The AC Power Feed is available with single or triple phase options. The recurring AC Power Feed rates in Section 8.1.5.1 of Exhibit A apply on a per ampere, per month basis. There are no non-recurring charges associated with the items in Section 8.1.5.1 of Exhibit A. The non-recurring AC Power Feed rates in Section 8.1.5.2 of Exhibit A apply on a per foot basis. The recurring AC Power Feed rates in Section 8.1.5.2 of Exhibit A apply on a per foot, per month basis.

8.3.1.8 Inspector Labor Charge. Provides for CenturyLink qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' CenturyLink employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Channel Regeneration. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the CenturyLink network is of sufficient length to require regeneration. Channel Regeneration will not be charged separately for Interconnection between a Collocation space and CenturyLink's network or between contiguous or non-contiguous Collocation spaces of the same CLEC. Regeneration will not be charged between different CLECs for CLEC–to-CLEC Cross Connections at an ICDF. For regeneration CenturyLink abides by the cable distance limitations as addressed in ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B".

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate Demarcation Point including, but not limited to, the following:

a) Existing Interconnection Distributing Frame (ICDF)

b) Existing DSX Panels for DS1 and DS3 Services

c) New Interconnection Distributing Frame

d) Existing Toll Frame

e) Fiber Distribution Panel

f) Existing Intermediate Frame.

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including CenturyLink, on the ICDF at any one time. This element includes CenturyLink's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request, CenturyLink will provide cabling at an additional charge. When CenturyLink provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that CenturyLink uses to connect to that specific service. For example, if CLEC wants to connect directly from their Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocator should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, CenturyLink will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-Provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that they may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code

(e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type (i.e., COSMIC™ Hardware), standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, CenturyLink shall consolidate CLEC's requirements with the requirements of CenturyLink and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including CenturyLink, Minimum installation requires at least one (1) block for every two (2) outside plant modules. A ½ shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between CenturyLink and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis. If rates defined in Exhibit A are applicable they will be used.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the CenturyLink Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify CenturyLink of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central

Office Synchronization is available where CenturyLink Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per feed. Per feed includes both the A and B feed.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1.

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and non-recurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by CenturyLink; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.1.17.1 Special work may include emergency power, environmental support, or other services. Special work will be billed on an Individual Case Basis (ICB) unless there is an identified rate in Exhibit A.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. CenturyLink will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of CenturyLink personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from CenturyLink-provided equipment. CenturyLink will require three (3) CenturyLink employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of CenturyLink, trained employees are relocated, retired, or are no longer available, CenturyLink will not require CLEC to provide training for additional CenturyLink employees for the same virtually collocated equipment in the same metropolitan area.

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Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by the CLEC-provided equipment bay, including property taxes and base operating cost without –48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or –48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of CenturyLink Premises areas surrounding the CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure. CLEC may choose from CenturyLink approved contractors or may use another vendor of CLEC's own choosing, subject to CenturyLink's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, CenturyLink may not increase the cost of site preparation or non-recurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating Party, and CenturyLink must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. CenturyLink must in all cases of shared space Collocation allocate space preparation, conditioning,

security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, humidity, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of CenturyLink Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge for Caged Collocation. Used to connect the Premises common ground to CLEC equipment. Recurring and non-recurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the Unbundled Network Elements, ancillary services or Finished Services ordered by CLEC, the cost of extending the Unbundled Network Elements, ancillary services or Finished Services to the Demarcation Point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 Charges for Remote Collocation and Adjacent Remote Collocation are set forth in Section 8.6 of Exhibit A. To the extent that the rate in Exhibit A is identified as ICB, the charges will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section

8.3.1.16.

8.3.8 Rate Elements – Facility Connected (FC) Collocation

8.3.8.1 Non-recurring Charges

8.3.8.1.1 Quote Preparation Fee (QPF): CenturyLink will assess a QPF when it delivers a Collocation quote to CLEC. Once the quote is delivered, the QPF becomes a non-refundable charge for the work required to process the request for a price quote for the total costs to CLEC for its FC Collocation request. Quote Preparation includes the following functions: order validation, Collocation project management, space verification, inventory of all reusable elements, preparation of new design work package (power and space planning and engineering, entrance facility engineering and construction (as required), engineering of additional elements and associated database changes (e.g., deleting old termination from vacating CLEC and establishing assuming CLEC terminations), and preparation of initial quote. These work steps are the same for any new engineering job.

8.3.8.1.2 Engineering Labor provides the planning and engineering of CLEC entrance facility or demarcation at the time of installation or change.

8.3.8.1.3 Copper Entrance Facility: Charge provides for installing the cable from the C-POI to the Demarcation Point and the cost of splicing from the CLEC cable to the CenturyLink fire rated Central Office cable. Charge also includes racking and risers in the Central Office and labor to terminate cable to 310 block.

8.3.8.1.4 Fiber Entrance Facility: Charge provides for the fiber optic cable from the C-POI utilizing CenturyLink conventional single mode type of fiber optic cable to the Fiber Distribution Panel. The Collocation entrance facility includes: manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame.

8.3.8.1.5 Termination Block: Charge to recover the 310 Block with protectors to terminate CLEC Copper Entrance Facility.

8.3.8.1.6 Termination Panel: Charge to recover the Fiber Distribution Panel to terminate CLEC Fiber Entrance Facility.

8.3.8.1.7 DS1 Voltage Isolation: Charge to recover Cost of Westell 31m228U card in T1 shelf. Used to isolate DS1 signal line voltage from CenturyLink DSX. Charge is applied only when CLEC is transmitting a DS1 signal over copper entrance facility.

8.3.8.2 Recurring Charges

8.3.8.2.1 Copper Entrance Facility: Charges are assessed for the ongoing maintenance of the entrance facility and use of shared infrastructure such as, racking and risers.

8.3.8.2.2 Fiber Entrance Facility: Charges are assessed for the ongoing

maintenance of the facility and use of shared infrastructure such as racking, risers and conduit.

8.3.8.2.3 Termination Block: Charge for the maintenance of the 310 block with protectors.

8.3.8.2.4 Termination Panel: Charge for the maintenance of the panel.

8.3.8.2.5 DS1 Voltage Isolation Charge: Labor to install and maintain Westell 31M228U T1 shelf. Charge also includes cabling, frame, and DSX Panel for terminating entrance facility from the power isolation card. Charged only when CLEC is transmitting a DS1 signal over the copper entrance facility.

8.3.9 DC Power Reduction/Restoration Rate Elements

8.3.9.1 DC Power Reduction

8.3.9.1.1 DC Power Reduction With Reservation. A recurring Power Maintenance Charge and a non-recurring Power Reduction Charge apply.

8.3.9.1.2 DC Power Reduction Without Reservation. A non-recurring Power Reduction Charge applies. For moves between the BDFB and the Power Board, see Section 8.3.9.3.

8.3.9.1.3 DC Power Reduction Without Reservation QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Reduction request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request. Each Party reserves its right to advocate for changes regarding the rates and application of the rates for the elements in this section in a Commission docket (e.g., cost case).

8.3.9.2 DC Power Restoration

8.3.9.2.1 DC Power Restoration with Reservation. CLEC will be charged the DC Power Reduction/Restoration Charge.

8.3.9.2.2 DC Power Restoration Without Reservation. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges.

8.3.9.2.3 DC Power Restoration Without Reservation QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Restoration Without Reservation request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request. Each Party reserves its right to advocate for changes regarding the rates and application of the rates for the elements in this section in a Commission docket (e.g., cost case).

8.3.9.3 Location Change Charge for Moves Between the BDFB and the Power Board

for DC Power Reduction/Restoration.

8.3.9.3.1 CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) to perform the engineering and planning work to process the DC Power Reduction/Restoration request per Collocation space. Nonrecurring charges associated with moving between the BDFB and the power board will be on an ICB basis.

8.3.10 Intentionally Left Blank.

8.3.11 Rate Elements - Collocation Available Inventory

8.3.11.1 Pricing for sites listed within the CenturyLink Available Inventory list will be provided on a site-specific basis. Pricing shall be in accordance with the Interconnection Agreement of the assuming CLEC. Vacating CLECs may receive a potential refund from sale of available/discounted sites based on outstanding non-recurring charges, amounts for reimbursable elements and transfer fees.

8.3.11.2 The following items are charged to a CLEC purchasing a "Standard site" from the CenturyLink Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before CenturyLink begins work.

8.3.11.2.1 If the assuming CLEC requests modifications to the CenturyLink posted site, the rate elements of this Agreement relating to Collocation Augments apply.

8.3.11.2.1a Quote Preparation Fee (QPF): The QPF is identified in Exhibit A.

8.3.11.2.2 Reusable Elements are those CenturyLink inventoried components used to provision the Collocation site. The quote will be for all components used to install the Collocation space. These elements include CenturyLink inventoried components (e.g., cage, bays, HVAC, cable racking, and for Special Sites - power) to provision the original Collocation site.

8.3.11.2.2.1 Non-recurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC.

8.3.11.2a Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to Collocation site, i.e., Express Fiber Entrances).

8.3.11.3 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the CenturyLink Postings. Charges will be provided to CLEC via a quote that requires CLEC acceptance before CenturyLink begins work.

8.3.11.3.1 The Site Survey Fee shall apply if a site survey is requested by CLEC. It applies to Standard and Special Sites and is a non-refundable, non-recurring charge for a site visit conducted prior to the submission of an application by CLEC. This rate element is identified in Exhibit A. This charge will be included in the quote when an application is submitted or it will be charged separately if CLEC does not subsequently submit an application.

8.3.11.3.2 The Special Site Assessment Fee is a non-refundable, non-recurring fee per Exhibit A. This rate element is in lieu of the Standard Site QPF because CenturyLink has already installed some of the reusable equipment and/or reusable infrastructure. CenturyLink has not spent additional time and resources to decommission this Special Site.

8.3.11.3.3 Non-recurring Collocation Rate Elements: Include all Reusable elements defined above, DC Power, grounding and terminations. Special Sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments or changes to the sites will not be discounted and will be charged at the rates as defined in Exhibit A of this Agreement.

8.3.11.3.4 The Network Systems Assessment non-recurring fee is for the system and record updates required for transferring a site to the assuming CLEC. The rate is identified in Exhibit A.

8.3.11.3.5 Any Equipment contained in the site will be conveyed at $0.00 charge.

8.3.11.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Exhibit A of their Interconnection Agreement without a discount.

8.3.11.5 Intentionally Left Blank.

8.3.12 Rate Elements - Joint Testing

8.3.12.1 CenturyLink will recover costs for joint tests through a non-recurring charge identified on Exhibit A. The rate is a minimum one (1) hour Virtual Collocation maintenance rate and a per half hour charge at the same rate for time over the first hour. This charge only applies to the time needed to complete the joint test pursuant to Section 8.2.11.

8.3.12.2 CenturyLink will correct at no charge to CLEC any errors found during Joint Testing that CenturyLink caused or for which CenturyLink is otherwise responsible.

8.3.13 Rate Elements – CLEC to CLEC Connections

8.3.13.1 For CLEC to CLEC connections, the charges identified in Exhibit A apply.

8.3.14 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in CLEC Information Section of this Agreement before submitting a Collocation application Form to CenturyLink, if CLEC has not already done so. See Section 3.2.

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8.4.1.2 Any material changes, modifications or additional engineering requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation application. For purposes of this Section, Material Changes are: increasing one POI to two POIs; adding AC essential power; changing from shared to express entrance facility type; changing from express to shared entrance facility type; increasing DC current; increasing to two A and B feeds; increasing the square footage of the enclosure; increasing the number of bays for cageless physical; increasing the terminations for ICDF; changing Collocation type from caged physical to cageless physical, caged physical to virtual, virtual to cageless physical, or cageless physical to virtual. CenturyLink shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having CenturyLink process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. In determining how much additional time a material change would take to process, CenturyLink will use its best efforts to minimize the extension of the interval beyond the interval for the underlying Collocation application. Changes not listed in this Section are nonmaterial changes. Any non-material changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation application or otherwise communicated to CenturyLink and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Central Office space Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the CenturyLink account team. CLEC forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the application is made the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each CenturyLink Premises, the following:

a) Identification of the CenturyLink Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat dissipation (optional);

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);

f) Intentionally Left Blank.

g) Entrance Facility Type (e.g., Express Fiber, Private Line);

h) Type and Quantity of Terminations (optional); and

i) Month or Quarter during or after which CLEC expects to submit its Collocation application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;

b) CLEC forecasts shall be Confidential Information and CenturyLink may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.4.2 Notwithstanding the foregoing, CenturyLink shall not deny Collocation based on lack of a forecast or an inaccurate forecast.

8.4.1.5 CLEC shall submit a Collocation application to order Collocation at a particular CenturyLink Premises. Throughout this Section 8, there are references to several types of applications or other forms. All such applications and forms shall comply with the terms and conditions set forth in this Agreement. Such applications and forms are for administrative purposes only and, notwithstanding any language in an application or form to the contrary, nothing in the applications or forms alters or amends the terms of this Agreement. A Collocation application shall be considered complete, if it contains the following items (when applicable):

a) Identification of the CenturyLink Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat Dissipation;

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);

f) Collocated equipment and technical equipment specifications (Manufacturer Make, Model No., Functionality, i.e., Cross Connect, DLC, DSLAM, Transmission, Switch, etc., Physical Dimensions, Quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the application, how this equipment is necessary for access to UNEs or Interconnection. Upon CenturyLink's reasonable request, CLEC will provide high level equipment interface or connectivity diagram for switching equipment described in the application.

g) Entrance Facility Type;

h) Type and Quantity of Terminations;

i) If desired, an alternate form of Collocation if first choice is not available; and

j) Billing Contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation application. If CenturyLink determines that the application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days after receipt of the application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its application and resubmit the application within ten (10) Days after being advised of the deficiencies.

8.4.1.5.2 CenturyLink shall acknowledge receipt of all applications for Collocation within two (2) business days. If CenturyLink has additional information available at that time, including whether the application for Collocation is complete, CenturyLink shall provide such information as well. Upon CLEC request, CenturyLink shall participate in a telephone call with CLEC to discuss such information within 48 hours of receipt of the application.

8.4.1.6 Acceptance – After receipt of a Collocation Quote Form from CenturyLink, CLEC shall formally accept the quote in order for CenturyLink to continue the processing of the Collocation application. A Collocation Acceptance shall be considered complete, if it contains:

a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power, HVAC, in a CenturyLink Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular CenturyLink Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, CenturyLink will provide the space feasibility within ten (10) Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, CenturyLink will provide the space feasibility, which will include the start date of the reservation and the time period for which it is valid, and a Billing invoice for the Space Reservation Fee, listed in Exhibit A, within ten (10) Days.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must submit the Space Reservation Fee ($2,000.00) within seven (7) Days of receipt of the Billing invoice. If CLEC submits the Space Reservation Fee and its written acceptance between eight (8) and thirty (30) Days of

receipt of the Billing invoice, CenturyLink will honor the reservation upon receipt of the payment only if CenturyLink does not receive a competing request for the same space from another CLEC. CenturyLink will not honor reservations if CLEC submits the payment more than thirty (30) Days after receipt of the Billing invoice. In the event CenturyLink does not honor the reservation, CenturyLink shall promptly refund or credit at the CLEC's option, any payment made by CLEC along with a written explanation of the reason the reservation will not be honored.

8.4.1.7.3 Upon receipt of the Space Reservation Fee, CenturyLink will reserve the space on behalf of CLEC in accordance with the application and take necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. CenturyLink will hold the reservation for the applicable reservation period after receipt of the payment.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. The Space Reservation Fee will be applied against the Collocation construction for the specific Premises. Upon notification of the cancellation CenturyLink will refund a prorated portion of the $2000.00 reservation fee.

a) Cancellation notification within ninety (90) Days from receipt of wire transfer, seventy-five percent (75%) of the Space Reservation Fee will be returned to CLEC.

b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) Days from receipt of wire transfer, fifty percent (50%) of the Space Reservation Fee will be returned to CLEC.

c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) Days from receipt of wire transfer, twenty-five percent (25%) of the Space Reservation Fee will be returned to CLEC.

d) Cancellation notification after two hundred and seventy (270) Days from receipt of wire transfer, zero percent (0%) of the Space Reservation Fee will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, CenturyLink, and CenturyLink Affiliates may Option space in CenturyLink Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

a) Transmission equipment – one (1) year

b) Circuit switching equipment – three (3) years

c) Power plants – five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following

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limits apply:

a) The Party requesting the Option may specify the amount of space to be Optioned but not a specific location within the Wire Center. CLEC may also request space be contiguous to its existing Collocation space.

b) A requesting CLEC may Option one (1) Collocation space per Wire Center.

c) The maximum amount of space per Wire Center to be Optioned is:

- 200 square feet for Caged Collocation
- 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable CenturyLink Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. Upon receipt of the Collocation Space Option Application form, CenturyLink will confirm in writing, within ten (10) Days, the availability and start date of, and time frame and price quote (the "Option Fee") for the Optioned space. If space is not available, CenturyLink will deny the request.

8.4.1.8.4 CLEC must electronically submit Acceptance with full payment of the non-recurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) Days of receipt of the quotation. When CenturyLink takes an Option on space for itself, CenturyLink shall impute an amount equal to the Option Fee to the appropriate operations for which the Optioned Space applies. The Option quote expires seven (7) Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the non-recurring portion of the Option Fee, CenturyLink will Option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by CenturyLink, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an Option request to avoid expiration, CLEC must:

a) Submit a Collocation application during the Option time frame; or

b) The Option may be renewed if a Collocation Space Option application is received at least ten (10) Days prior to the expiration of the term of the existing Option. The priority of a renewed Option is determined by the date CLEC accepts the quote from CenturyLink on

CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If CenturyLink receives a valid Collocation application (CLEC A is the requesting Party) for a CenturyLink Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All CenturyLink out of space reporting requirements apply to the Collocation application (Sections 8.2.1.11 and 8.2.1.12). In addition, CenturyLink will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space) that may fulfill the requirements of CLEC A's Collocation application. At CLEC A's request, CenturyLink will initiate the Option Enforcement Notice process by notifying the Option Party or Parties with the most recent space Option(s) that meets the requirements of CLEC A's Collocation application.

8.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that CenturyLink is in possession of a valid Collocation application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise it's Right of First Refusal by submitting either a Collocation application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation application set forth in Section 8.4.1.7, within ten (10) Days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation application. Once Optioned space has been relinquished for use to fulfill the Collocation application, the terms and conditions for ordering Collocation under this Agreement shall apply.

8.4.1.8.7.3 Where contiguous space has been Optioned, CenturyLink will make its best effort to notify CLEC if CenturyLink, its Affiliates or CLECs require the use of CLEC's contiguous space. Upon notification, CLEC will have seven (7) Days to indicate its intent to submit a Collocation application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a non-recurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars ($2.00) per square foot per month.

8.4.1.8.8 In the event that the Option Party proceeds with a Collocation application for Optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such application.

8.4.1.9 CenturyLink shall use its best efforts to meet the intervals called for in this Agreement. The intervals for Virtual Collocation (Section 8.4.2), Physical Collocation (Section 8.4.3), ICDF Collocation (Section 8.4.4) and FC Collocation (Section 8.4.9) apply to the first five (5) Collocation applications per CLEC per week per state; however, CenturyLink shall accept more than five (5) applications from CLEC per week, per state. If six (6) or more Collocation applications are submitted by the same CLEC in a one-week period in the same state, CenturyLink will meet the intervals for the applications in excess of the first five (5), unless CenturyLink demonstrates that the Collocation applications received from CLEC during such one week period are an extraordinary number of complex applications. If CLEC agrees, the intervals for the Collocation applications in excess of the first five (5) shall be individually negotiated in that state, but in no event shall the Collocation interval exceed one hundred and fifty (150) Days. If CenturyLink and the CLEC cannot agree on negotiated intervals, the Parties agree to an expedited escalation to upper level management for resolution. In those instances where resolution was not reached through this escalation within five (5) business days then CenturyLink must demonstrate to the Commission that its inability to meet the intervals for such Collocation applications in excess of the first five (5) is due to the fact that CenturyLink received an extraordinary number of complex Collocation applications within a limited time frame.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application - Upon receipt of a complete Collocation application as described in Section 8.4.1.5, CenturyLink will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) Days of receipt of a complete application.

8.4.2.2 Quotation – If Collocation entrance facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Subsequent requests to Augment an existing Collocation also require receipt of an application. Adding plug-ins (e.g., DS1 or DS3 cards) to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by CenturyLink will begin.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon four (4) factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) Days receipt of the quotation; 3) whether CLEC delivers its collocated equipment to CenturyLink in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation application; and 4) whether the application requires major infrastructure additions or

modifications. The installation of line cards and other minor modifications shall be performed by CenturyLink on shorter intervals and in no instance shall any such interval exceed thirty (30) Days. When CenturyLink is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, CenturyLink shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Early Acceptance – If an application is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation application, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation application, CenturyLink shall complete the Collocation installation within forty-five (45) Days of the receipt of all of the CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete the Collocation installation within forty-five (45) Days of the receipt of all of the CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, the application shall be resubmitted by CLEC.

8.4.2.4.3 Unforecasted Applications with Early Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if space is available and conditioning, but not major infrastructure, is required, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation application, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation application. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation application, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation application, CenturyLink shall complete the Collocation

installation within seventy-five (75) Days of the receipt of all of the CLEC's equipment.

8.4.2.4.4 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if space is available and some conditioning, but not major infrastructure is required, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Acceptance. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete the Collocation installation within seventy-five (75) Days of the receipt of all of the CLEC's equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation application may require CenturyLink to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation application, CenturyLink shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case CenturyLink must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. – If CLEC's forecast or reservation triggers the need for an infrastructure modification, CenturyLink shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when CLEC submits a Collocation application. If not withstanding these efforts, CenturyLink is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, CenturyLink may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation application as described in Section 8.4.1.5. CenturyLink will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises and whether Major Infrastructure Modifications are required. The feasibility study will be provided within ten (10) Days from date of receipt of a complete application.

8.4.3.2 Quotation -- If Collocation entrance facilities (if requested by CLEC) and space are available, CenturyLink will develop a quote for the supporting structure. CenturyLink will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by CenturyLink will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three (3) factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and, 3) whether the application requires major infrastructure additions or modifications. When CenturyLink is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, CenturyLink shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Early Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application.

8.4.3.4.2 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, a new application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Early Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the CenturyLink Collocation quotation,

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CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application. If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if some conditioning, but not major infrastructure, is required, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation application.

8.4.3.4.4 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application and if space is available and conditioning, but not major infrastructure, is required and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation application may require CenturyLink to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, CenturyLink shall propose to complete its installation of the Collocation Arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case CenturyLink must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. If CLEC's forecast or reservation triggers the need for an infrastructure modification, CenturyLink shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation application. If not withstanding these efforts, CenturyLink is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, CenturyLink may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation application as described in Section 8.4.1.5, CenturyLink will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) Days from date of receipt of a complete application. The CLEC may submit an ICDF forecast in accordance with Section 8.4.1.4. The forecast shall include demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by CenturyLink on behalf of CLEC. Such forecasts shall be used by CenturyLink to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the CenturyLink Wire Center.

8.4.4.2 Quotation -- If space is available, CenturyLink will develop a quote for the supporting structure. CenturyLink will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by CenturyLink will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon two (2) factors – 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether CLEC provides its Acceptance within seven (7) Days of the quotation. When CenturyLink is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, CenturyLink shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Early Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation application.

8.4.4.4.2 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, the application shall be resubmitted by CLEC.

8.4.4.4.3 Unforecasted Applications with Early Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to

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submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case CenturyLink must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case CenturyLink must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular CenturyLink Premises is not available at the time of CLEC's request, CLEC may request CenturyLink to conduct a feasibility study for Adjacent Collocation for that Premises site. CenturyLink recommends that CenturyLink and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on CenturyLink's property. CenturyLink will make available, within ten (10) business days after CLEC submits a complete application for Collocation, drawings of the CenturyLink physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or ROW, if required, the provision of Collocation services by CenturyLink, in accordance with CLEC's application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by CenturyLink, CenturyLink must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing CenturyLink Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing CenturyLink Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular CenturyLink Remote Premises is not available at the time of CLEC's request, CLEC may

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order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation application as described in Section 8.4.1.5 (Subsections a, e, h and j). CenturyLink will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same CenturyLink Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete application.

8.4.7.2 Quotation -- If existing cable racking is available, or if additional cable racking is required to accommodate CLEC's request, CenturyLink will provide CLEC with a quote and the specific cable rack Route to CLEC with the feasibility study. CLEC-to-CLEC Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the CenturyLink designated cable rack Route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, CenturyLink will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by CenturyLink shall be within sixty (60) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, the application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation application as described in Section 8.4.1.5 (Subsections a, e, h and j), CenturyLink will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) Days from date of receipt of a complete application.

8.4.8.2 Quotation – If existing cable racking is available or if additional cable racking is required to accommodate CLEC's request, CenturyLink will provide CLEC with a quote and the specific cable rack Route with the feasibility study. Direct Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, CenturyLink will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) Days of receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, CenturyLink will provision the direct trunking within sixty (60) Days of the receipt of the complete Collocation Acceptance.

8.4.9 Ordering Facility Connected Collocation

8.4.9.1 Application – Upon receipt of the applicable portions of a complete Collocation application as described in Section 8.4.1.5 (Subsections (a, e, g, h and j), CenturyLink will perform a feasibility study to determine whether adequate space can be found for the placement and operation of CLEC's terminations. The feasibility study will be provided within ten (10) Days from the date of receipt of a complete application.

8.4.9.2 Quotation -- CenturyLink will complete the quotation no later than ten (10) Days after providing the feasibility study. FC Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the termination space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.9.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in 8.4.1.6, CenturyLink will commence installation of the FC Collocation.

8.4.9.4 Interval

8.4.9.4.1 Early Acceptance - If CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, and if CLEC's entrance facility is at the C-POI no later than fifty-three (53) Days after the receipt of the complete Collocation application, CenturyLink shall complete its

installation of the Collocation arrangement within ninety (90) Days of the receipt of the Complete Collocation application. If CLEC's entrance facility is not delivered to the C-POI within fifty-three (53) Days after receipt of the complete Collocation application, CenturyLink shall complete the Collocation installation within forty-five (45) Days of CLEC's delivery of the entrance facility to the C-POI.

8.4.9.4.2 Applications with Timely Acceptance - If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, and if CLEC's entrance facility is at the C-POI no later than fifty-three (53) Days after the receipt of the complete Collocation Acceptance, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's entrance facility is not delivered to the C-POI within fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete the Collocation installation within forty-five (45) Days of CLEC's delivery of the entrance facility to the C-POI. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, the application shall be resubmitted by CLEC.

8.4.10 Ordering - DC Power Reduction/Restoration

8.4.10.1 CLEC should submit the "Collocation Application for New, Augment or Change" (described in Section 8.4.1.5) and indicate specific power feed(s) to be reduced/restored (e.g., eliminate/ reduce or restore secondary feed(s) from sixty (60) to zero amps or reduce main feed from sixty (60) to twenty (20) amps). Under the "type of request" category CLEC should indicate that this is an Augment.

8.4.10.2 Before submitting a power Reduction/Restoration application, CLEC's financial obligations with respect to the Collocation site must be current, with the exception of charges disputed pursuant to Sections 5 or 21. CLEC's financial obligations include payment of one hundred percent (100%) of both non-recurring quoted charges and applicable monthly recurring charges for the Collocation site that are more than thirty (30)Days past due.

8.4.10.3 CenturyLink will provide CLEC a quote for additional non-recurring charges associated with the Power Reduction/Restoration Procedure based upon the rates provided in Exhibit A. All quoted non-recurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes CenturyLink to perform the work to provision the requested power reduction, restoration or elimination.

8.4.10.4 If CLEC wishes to eliminate it's secondary feed, CenturyLink will process the request as an Augment order and not as a DC Power Reduction request.

8.4.10.5 Applications for DC Power Reduction/Restoration may be submitted only for Collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow change or Augment procedures and rates.

8.4.10.6 If CLEC accepts the quote within seven (7) Days, CenturyLink shall complete the DC Power Reduction/Restoration within ninety (90) Days of receipt of the Collocation application. If CLEC accepts the quote after seven (7) Days, CenturyLink shall complete

the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

8.4.11 Intentionally Left Blank.

8.4.12 Ordering - Collocation Available Inventory

8.4.12.1 CLEC must submit a "CenturyLink Collocation Application Form (new, change or Augment)" on the CenturyLink web at http://wwwl.CenturyLink.com/wholesale/pcat/collocation.html.

8.4.12.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the CLEC submits the application to CenturyLink.

8.4.12.3 CenturyLink will process the Available Inventory Request pursuant to the Collocation Intervals contained in this Agreement.

8.4.12.3.1 Special Site interval will be forty-five (45) Days form the receipt of payment.

8.4.12.4 For purposes of first-come, first-served determination of availability, priority will be defined as set forth in Section 8.4.1.5.1.

8.4.12.5 CLECs may submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs included on the CenturyLink Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

8.4.13 Ordering - Joint Testing

8.4.13.1 CLEC is required to submit a request for Joint Testing by either checking the Joint Testing box on the New, Change or Augment Collocation Application Form (described in Section 8.4.1.5) or by submitting the separate Joint Testing Application Form.

8.4.13.1.1 Upon receipt of a complete application Form, CenturyLink will contact CLEC using CLEC contact information provided to set up a mutually agreeable testing time based upon the scheduled RFS date.

8.4.13.1.2 If CLEC uses a separate Joint Testing application Form, CenturyLink will contact CLEC within 10 Days after receipt to set up a mutually agreeable test time.

8.4.14 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining non-recurring balance, CenturyLink will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and CenturyLink, and CenturyLink has received the

final fifty percent (50%) balance, CenturyLink will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event CenturyLink has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), CenturyLink will bill an adjusted amount of the remaining non-recurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, CenturyLink will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request CenturyLink to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a CenturyLink approved vendor and follow the designated racking Route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and CenturyLink may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining non-recurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining non-recurring charges, CenturyLink will schedule with CLEC, a walk through of the space. During this joint walk through, CenturyLink will turn over access to the space and provide security access for the Premises. Upon completion of the Acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package. The monthly Billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If CenturyLink, despite its best efforts, including notification through the contact number on the Collocation application, is unable to schedule the walk through with CLEC within twenty-one (21) Days of the RFS, CenturyLink shall activate the monthly recurring charges.

8.5.4 Intentionally Left Blank.

8.5.5 Billing - DC Power Reduction

8.5.5.1 CenturyLink will begin Power Reduction upon receipt of payment by CLEC of the quoted charges. Billing to CLEC for the reduced power is effective as of the date of the application.

8.5.5.2 CLEC will be required to pay a Power Maintenance Charge for power cabling and fuse positions for secondary feed(s) that are held. Recurring Billing for the Power Maintenance Charge to hold the power cabling and fuse position for the secondary

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feed(s) will terminate on the day CLEC energizes the feed or returns the fuse position to CenturyLink.

8.5.6 Billing – DC Power Restoration

8.5.6.1 CenturyLink will begin Power Restoration upon receipt of payment by CLEC of the quoted charges. Billing to CLEC for the restoration is effective as of the date of completion of the order

8.5.6.2 When power is restored, see Section 8.3.9.2.

8.5.7 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time) and after business hours are after 5:00 p.m. and before 8:00 a.m. (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by CenturyLink or a CenturyLink authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, CenturyLink will promptly notify CLEC of such failure and the corrective action that is needed. CenturyLink will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink. CLEC is responsible for transportation and delivery of maintenance spares to CenturyLink at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. CenturyLink is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

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8.6.5 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

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SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements CenturyLink is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Sections 2.2 and 5.30. CLEC and CenturyLink agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process or Special Request Process, CLEC may identify and request that CenturyLink furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission.

9.1.1.1 See Section 24 for Commingling and Ratcheting. See Section 9.23.4.1 for Service Eligibility Criteria.

9.1.1.2 Use of Unbundled Network Elements

9.1.1.2.1 Except as provided in this Section 9.1.1.2.1 and in Section 9.23.4.1, CenturyLink shall not impose limitations, restrictions, or requirements on requests for, or the use of, Unbundled Network Elements for the service CLEC seeks to offer.

9.1.1.2.2 CLEC may not access a UNE for the exclusive provision of mobile wireless services or interexchange services.

9.1.1.2.3 If CLEC purchases access to a UNE facility, CLEC is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, CLEC is entitled to use of that feature, function, or capability for a period of time. CLEC's purchase of access to a UNE does not relieve CenturyLink of the duty to maintain, repair, or replace the UNE.

9.1.1.2.4 If CLEC accesses and uses a UNE consistently with Section 9.1.1.2.2, CLEC may provide any Telecommunications Services over the same UNE.

9.1.1.2.4.1 As the term "Telecommunications Services" is defined in this Agreement, such services include offering Telecommunications for a fee directly to the public and not services solely for administrative use.

9.1.1.2.5 Except as provided in Section 9.23.3.7.1, CenturyLink shall permit CLEC to Commingle a UNE or a Combination of UNEs with wholesale services obtained from CenturyLink. See Section 24.

9.1.2 CenturyLink shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element CenturyLink provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. Access to Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, *e.g.*, design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders), in the same manner CenturyLink does for its own End User Customers, itself or its affiliates. CenturyLink shall perform for CLEC those Routine

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Network Modifications that CenturyLink performs for its own End User Customers. The requirement for CenturyLink to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by CenturyLink will be provided in "substantially the same time and manner" to that which CenturyLink provides to itself or to its Affiliates. In those situations where CenturyLink does not provide access to Network Elements to itself, CenturyLink will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time CenturyLink provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, CenturyLink shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, CenturyLink shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, CenturyLink will build facilities dedicated to an End User Customer if CenturyLink would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. To the extent that CenturyLink is not obligated under the Act to build UNEs, CenturyLink will consider requests to build UNEs pursuant to Section 9.19 of this Agreement. CLEC will be responsible for any construction charges (related to POLR/ETC or otherwise) for which a CenturyLink End User Customer would be responsible under substantially similar circumstances. Likewise, if a CenturyLink End User Customer would not be responsible for construction charges (related to POLR/ETC or otherwise), then CLEC will have no responsibility for construction charges under substantially similar circumstances.

9.1.2.1.1 Upon receipt of a Local Service Request ("LSR") or Access Service Request ("ASR"), CenturyLink will follow the same process that it would follow for a substantially similar retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed. CenturyLink will determine, for example, whether, through Routine Network Modifications, facilities can be made available. If facilities can be made available, CenturyLink must perform the applicable Routine Network Modifications, or other facility work to make them available, before issuing a response to a CLEC order that construction is required because no facilities are available.

9.1.2.1.2 If cable capacity is available, CenturyLink will complete incremental facility work (e.g., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) or applicable Routine Network Modifications in order to complete facilities to the End User Customer Premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are

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identified for the UNE requested, CenturyLink will look for existing internal engineering job orders that could fill the request in the future.

9.1.2.1.3.1 If an engineering job currently exists:

(i) that includes the facilities desired by CLEC, CenturyLink shall send CLEC a jeopardy notice indicating that the facilities are scheduled for construction and identifying the date by which such facilities are scheduled for completion. In this case, CenturyLink will complete construction of the facilities at no charge to CLEC.

(ii) that does not include the facilities desired by CLEC, CenturyLink will determine if the current job can be augmented.

(a) If so, CenturyLink will add CLEC's request to that engineering job and send CLEC a similar jeopardy notice. CLEC will be required to pay the additional costs only when its request to Augment adds cost to the engineering job and only to the same extent a CenturyLink End User Customer would be responsible for such additional costs.

(b) If not, CenturyLink will direct the CLEC to Section 9.19 of this Agreement.

In either case, at CLEC's request, via a supplement to its existing service order, the CLEC service order will remain open. Upon completion of the engineering job, CenturyLink will send CLEC another FOC with a new Due Date.

9.1.2.1.3.2 If facilities are not available and no engineering job exists that could fill the request in the future, CenturyLink will treat CLEC's request as follows:

9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice indicating that no facilities are available. CenturyLink will initiate an engineering job order for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC's order will be assigned to it. The CLEC's order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.

9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, CenturyLink shall send CLEC a jeopardy notice indicating that facilities are not available, however, CenturyLink shall maintain the order as pending for a period of ninety (90) business days. CenturyLink shall send such jeopardy

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notice to CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date.

(i) If facilities become available to fill the order within that ninety (90) business day period, CenturyLink shall notify the CLEC of such availability. CLEC and CenturyLink acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including CenturyLink, which predate CLEC's order shall have priority in any facilities made available under the terms of this Section.

(ii) If facilities do not become available to fill the order within that ninety (90) business day period, CenturyLink will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.

(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:

(a) submit a request to build UNEs pursuant to Section 9.19 of this Agreement, or

(b) while a UNE order is in Jeopardy Status, CLEC may cancel its UNE order at any time at no charge.

9.1.2.1.4 CenturyLink will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded CenturyLink outside plant engineering jobs that exceed $100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, Route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that CenturyLink does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded CenturyLink outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Notwithstanding any reference, definition or provision to the contrary, CLEC may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do nor interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Agreement. Any related equipment provided by CLEC to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Agreement will mean the low frequency portion of the Loop.

9.1.4 CenturyLink will provide a connection between Unbundled Network Element and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is

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required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. The ITP may be ordered per connection (two ITPs for 4-wire). The Demarcation Point shall be:

a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or

b) if CLEC elects to use ICDF Collocation or FC Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

e) at another Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. CenturyLink will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that CenturyLink provides to itself. CenturyLink will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from CenturyLink in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. CenturyLink will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. CenturyLink shall not in any way restrict CLEC's use of any element or combination of elements (regardless of whether such combination of elements is ordered from CenturyLink in combination or as elements to be combined by CLEC) except as CenturyLink may be expressly permitted or required by Existing Rules.

9.1.6 CenturyLink will perform testing as described below. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When UNEs are provisioned by CenturyLink on an individual UNE basis, including when such UNE(s) are combined by CLEC with other UNEs or facilities or equipment provided by CenturyLink, CLEC or third parties:

a) CenturyLink will perform testing necessary or reasonably requested by CLEC, to determine that a UNE provisioned by CenturyLink on an individual UNE basis is capable of meeting the technical parameters established for each UNE.

b) CenturyLink will repair and maintain each such UNE, facility, or equipment that it provisions to ensure that it continues to meet the technical parameters established for each UNE, facility, or equipment.

(c) Each Party is responsible for the facilities or equipment that it provisions individually.

(d) CLEC is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by CLEC; however, CenturyLink will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining circuit functionality of each circuit and end-to-end transmission.

9.1.6.2 When CenturyLink provisions UNEs in combination with each other or in combination with other facilities or equipment provisioned by CenturyLink:

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

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

c) CenturyLink will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.7.1 When CLEC uses CenturyLink's appointment scheduling tool, should the date and time desired for the coordinated hot cut not be available initially, CLEC can use "override" IMA functionality to obtain the date and time in the associated LSR. In such cases, the requested date and time is to be no shorter than the interval in Exhibit C and not outside CenturyLink's business hours.

9.1.8 Maintenance and Repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the CenturyLink Web site.

9.1.9 In order to maintain and modernize the network properly, CenturyLink may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. If such changes result in the CLEC's End User Customer experiencing a degradation in the transmission quality of voice or data, such that CLEC's End User Customer loses functionality or suffers material impairment, CenturyLink will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes. This Section 9.1.9 does not address retirement of copper Loops or Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts), 9.2.1.2.2.3, 9.2.1.2.3 (and subparts), and 9.2.2.3.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. CenturyLink shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC's performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur and any other information required by applicable FCC rules. CenturyLink provides such disclosures on an Internet web site.

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9.1.9.1 In the event that CenturyLink intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the CenturyLink network, CenturyLink shall provide CLEC with email notification no less than three (3) business days in advance of the CenturyLink dispatch and within three (3) business days after completing the maintenance or modernization activity. In the event of an emergency (e.g., no dial tone), CenturyLink need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once CenturyLink personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, CenturyLink shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from CenturyLink so that CLEC may, for example, communicate with its End User Customer(s). CLEC may also contact its Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s). In no event, however, shall CenturyLink be required to provide status on emergency maintenance or modernization activity greater than that provided to itself, its End User Customers, its Affiliates or any other party. To the extent that the activities described in Sections 9.1.9 and 9.1.9.1 include dispatches, no charges apply.

9.1.10 Intentionally Left Blank.

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in Section 4. In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent work requested by CenturyLink End User Customers. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.12.1 For expedites, see Section 12.2.1.2.

9.1.13 To submit an order to obtain a High Capacity Loop or high capacity transport UNEs, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order as reflected in this Agreement and that it is therefore entitled to unbundled access to the particular Unbundled Network Elements sought pursuant to section 251(c)(3). Before placing the first such order under this Agreement, CLEC shall provide its self-certification through a letter sent to CenturyLink, or in another form to which the Parties mutually agree in writing. The applicable UNE rate(s) in Exhibit A will apply to UNEs and UNE Combinations.

9.1.13.1 CLEC will maintain appropriate records to support the self-certification described in Section 9.1.13. See Section 9.23.4 for Service Eligibility Criteria for High Capacity EELs.

9.1.13.2 CenturyLink has a limited right to audit compliance with the Service Eligibility Criteria for High Capacity EELs, as described in Section 9.23.4.3. Notwithstanding any other provision of this Agreement, there is no other auditing requirement for self-certification, as CLEC certifies only to the best of its knowledge.

9.1.13.3 Whether a High Capacity Loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire

Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to exchange of data and Confidential Information and requests for additions to the Commission-Approved Wire Center List. For non-impaired facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. CLEC will transition such UNEs impacted by the Commission-Approved Wire Center List as described in Section 9.1.14.

9.1.13.4 Upon receiving a request for access to a High Capacity Loop or high capacity transport UNE pursuant to Section 9.1.13, CenturyLink must immediately process the request. CenturyLink shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the information in the self-certification letter through remarks in the service request, or through other means) for any such facility on non-impairment grounds, unless the Parties agree otherwise in an amendment to this Agreement. Regarding ordering with respect to the initial Commission-Approved Wire Center List, see Section 9.1.13.3, and regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. Regarding changes in law, see Section 2.2.

9.1.13.4.1 To the extent that CenturyLink seeks to challenge access to any such UNE(s), it subsequently can raise that issue through the Dispute resolution procedures in Section 5.18 of this Agreement. Regarding Service Eligibility Criteria for High Capacity EELs, see Sections 9.23.4.2.1.3 and 9.23.4.3.

9.1.13.4.1.1 If CenturyLink seeks to challenge any such UNEs, it will provide written notice to CLEC of its request for Dispute resolution.

9.1.13.4.1.2 If CenturyLink seeks to challenge any such UNEs, it will also provide CLEC with data to support its claim.

9.1.13.4.1.2.1 For Wire Centers: This may, in some cases, be limited to providing a copy of a Commission Approved Wire Center List, while in other cases the data may be more extensive (such as data that allows CLEC to identify the disputed circuits and other data upon which CenturyLink relies). In the event of such a dispute, CLEC will also provide CenturyLink the data upon which it relies for its position that CLEC may access the UNE.

9.1.13.4.1.2.2 For Caps:

9.1.13.4.1.2.2.1 With respect to disputes regarding the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including if available circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and

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service address including location (LOC) information (except any of the above, if it requires a significant manual search), or such other information to which the Parties agree]. In the event of such a dispute, CLEC will also provide CenturyLink the data upon which it relies for its position that CLEC may access the UNE.

9.1.13.4.1.2.2.2 Notwithstanding anything in this Section 9.1.13.4 that may be to the contrary, to the extent that CenturyLink challenges access to any UNE(s) on the basis that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3 because CLEC has ordered more than ten UNE DS1 Loops or more than the applicable number of DS3 Loop circuits or UDIT circuits in excess of the applicable cap on a single LSR (or a set of LSRs submitted at the same time for the same address for which CLEC populates the related PON field to indicate the LSRs are related), Eschelon does not object to CenturyLink rejecting that single LSR (or the set of LSRs that meets the preceding description) on that basis. The means by which CenturyLink will implement rejection of such orders is addressed in Section 9.1.13. Except as provided in this Section 9.1.13.4.1.2.2.2, in all other situations when CenturyLink challenges access to any UNE(s) on the basis that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3, CenturyLink must immediately process the request and subsequently proceed with the challenge as described in Section 9.1.13.4.1.

9.1.13.5 If the Parties agree or it is determined through Dispute resolution that CLEC was not entitled to unbundled access to a particular UNE that is not subject to one of the transition periods described in Section 9.1.14, or the transition period has ended, CLEC will place an order within thirty (30) Days to either disconnect the UNE or convert such UNE to an alternative service arrangement. Back billing for the difference between the rates for UNEs and rates for the CenturyLink alternative service arrangements will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable.

9.1.13.5.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, the back billing period described in Section 9.1.13.5 will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable; unless the Parties agree to a different date or a different date is determined through Dispute resolution.

9.1.13.5.2 For each such facility converted from a UNE to an alternative service arrangement, CenturyLink will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of $25 for each such facility converted from a UNE to an alternative service arrangement. CenturyLink may assess a non-recurring charge in excess of $25, so long as CenturyLink provides

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a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of $25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.13.5.2.1 The Parties disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.14 Transition periods. A transition period allows CLEC to transition away from use of UNEs where they are not impaired. The transition plans described in this Section apply only to the embedded End User Customer base. During the applicable transition period, CLEC will retain access to the UNE at the terms described in this Section.

9.1.14.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from CenturyLink as of that date, but which CenturyLink is not obligated to unbundle, shall be available for lease from CenturyLink at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.1.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, CenturyLink shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to March 10, 2006. Such back billing shall not be subject to billing measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.2 For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from CenturyLink as of that date shall be available for lease from CenturyLink at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.2.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, CenturyLink shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to September 10, 2006. Such back billing shall not be subject to billing

measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.3 Bridge Period from March 11, 2006 until Effective Date of this Agreement.

9.1.14.3.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, for the period from March 11, 2006 until the Effective Date of this Agreement, CenturyLink shall back bill retroactive to March 11, 2006 (or a later date, if a UNE became unavailable after that date) for the time period for which the facilities were in place and CLEC agrees to pay CenturyLink pursuant to this Agreement the difference between the UNE rate(s) and the applicable alternate service rate(s) (such as Special Access Service rate(s)) on all Loop and transport UNEs that were no longer required to be offered by CenturyLink as UNEs beginning March 11, 2006.

9.1.14.4 Additional Non-Impaired Wire Centers. When CenturyLink files a request(s) with the Commission to add additional Wire Center(s) to the Commission-Approved Wire Center List, CenturyLink will follow the procedures for making such requests adopted by the Commission in the Wire Center Docket. When additional CenturyLink Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, the terms of this Section will apply to facilities subject to the transition based on any addition(s) to the Commission-Approved Wire Center List. Fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. CenturyLink and CLEC will work together to identify those circuits impacted by such change.

9.1.14.4.1 Transition Periods for additions to the Commission-Approved Wire Center List.

9.1.14.4.1.1 For a ninety (90) Day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from CenturyLink as of that date, but which CenturyLink is not obligated to unbundle, shall be available for lease from CenturyLink at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.1.2 For a one-hundred and eighty (180) Day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Loop UNEs and Dark Fiber Dedicated

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Transport UNEs that CLEC leases from CenturyLink as of that date, but which CenturyLink is not obligated to unbundle, shall be available for lease from CenturyLink at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.1.3 The 115% rate described in Sections 9.1.14.4.1.1 and 9.1.14.4.1.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.2 Data. CenturyLink will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. CenturyLink will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective agreement/order (or is subject to any applicable standing protective order put in place by the Commission).

9.1.14.4.2.1 If CenturyLink relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

9.1.14.4.2.2 If CenturyLink relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

9.1.14.4.3 Methodology: The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket.

9.1.14.5 If it is determined by CLEC and CenturyLink that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 and 9.6.2.3, CLEC has thirty (30) Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the CenturyLink alternate service arrangements.

9.1.14.6 For each such facility converted from a UNE to an alternative service arrangement, CenturyLink will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of $25 for each such facility converted from a UNE to an alternative service arrangement. CenturyLink may

assess a non-recurring charge in excess of $25, so long as CenturyLink provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of $25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.14.6.1 The Parties disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.15 If CLEC has not converted or disconnected a UNE facility that the Parties agree, or it is determined in Dispute resolution that the facility, should be converted or disconnected by the end of the applicable transition period described in Sections 9.13 and 9.14, CenturyLink will convert facilities to month-to-month service arrangements in CenturyLink's FCC No. 1 Tariff or, for Dark Fiber facilities, begin the disconnect process after reasonable notice to CLEC sufficiently identifying the Dark Fiber facility(ies) to be disconnected. If such a facility is disconnected, the applicable disconnection charge in Exhibit A, if any, will apply. CenturyLink and CLEC will work together to identify impacted facilities.

9.1.15.1 If CenturyLink believes or asserts that a particular UNE's availability status has changed, CenturyLink shall notify CLEC of CenturyLink's claim and the basis for the claim and upon request, provide sufficient data to enable CLEC to identify and agree upon any impacted facility(ies). If the Parties do not reach agreement, CenturyLink must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.

9.1.15.2 If CenturyLink converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the terms and conditions of this Section 9.1.15.2 will apply.

9.1.15.2.1 For each such facility converted from a UNE to an alternative service arrangement, CenturyLink will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of $25 for each such facility converted from a UNE to an alternative service arrangement. CenturyLink may assess a non-recurring charge in excess of $25, so long as CenturyLink provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of $25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

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9.1.15.2.1.1 The Parties may disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.15.2.2 The Parties will complete the transition of facility(ies) using a seamless process that does not affect the End User Customer's perception of service quality. The Parties will establish and abide by any necessary operational procedures to ensure Customer service quality is not affected by conversions.

9.2 Unbundled Loops

9.2.1 Description and General Terms

The Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User Customer Premises. The Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to DS0, DS1, and DS3 Loops. CenturyLink will not provide access to UNE OCn Loops or features and functionalities of UNE OCn Loops. CenturyLink does not offer Unbundled Dark Fiber Loop (UDF-Loop), which constitutes a deployed, unlit Loop between a CenturyLink Wire Center and an End User Customer premises, on an unbundled basis, except during the transitional period in Section 9.1.14.2. For UDF MTE Subloop see Section 9.7.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where CenturyLink owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership or control of facilities begins.

9.2.1.2 **FTTH and FTTC Loops.** For purposes of this Section, a Fiber-to-the-Home ("FTTH") Loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb ("FTTC") Loop is a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective End User Customer's premises.

9.2.1.2.1 FTTH or FTTC New Builds. CenturyLink shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC Loop as an Unbundled Network Element in any situation where CenturyLink deploys such a Loop to an End User Customer's premises that previously has not been served by any Loop facility.

9.2.1.2.2 FTTH or FTTC Overbuilds. CenturyLink shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC Loop as an Unbundled Network Element in any situation where CenturyLink has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

9.2.1.2.2.1 CenturyLink must maintain the existing copper Loop connected to the particular End User Customer's premises after deploying the FTTH or FTTC Loop to such premises and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless CenturyLink retires the copper loops pursuant to Section 9.2.1.2.3.

9.2.1.2.2.2 CenturyLink need not incur any expense to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to Section 9.2.1.2.2.1, in which case CenturyLink shall restore the copper Loop to serviceable condition upon request.

9.2.1.2.2.2.1 Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals that apply generally to unbundled Loops.

9.2.1.2.2.3 When CenturyLink retires the copper Loop in accordance with the provisions of Section 9.2.1.2.3 below, CenturyLink shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service as an Unbundled Network Element over the FTTH or FTTC Loop.

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH or FTTC Loops. In the event CenturyLink decides to replace any copper Loop or copper Subloop with a FTTH or FTTC Loop, CenturyLink will, at least 91 days prior to the planned retirement date: (i) provide notice of such planned replacement on its web site (www.CenturyLink.com/disclosures); (ii) provide public notice of such planned replacement to the FCC; and (iii) provide direct notice of such planned replacement to CLEC when CLEC or its End User Customers will be affected. Such notices shall be provided in accordance with FCC rules, including 47 C.F.R. §51.327(a), and in addition to any applicable state Commission requirements. Such notices must disclose, among other things, the planned date for retiring a copper Loop and a description of the reasonably forseeable impact of the planned changes, to ensure that CLEC maintains access to Loop facilities. In accordance with the FCC's network disclosure rules, a CLEC may file an objection with the FCC to CenturyLink's notice of retirement of copper loops for both short-term and long-term notifications as outlined in Part 51 of the FCC's

Rules. Any such objection shall be deemed denied by the FCC ninety (90) Days after the date on which the FCC releases public notice of the intended retirement, unless the FCC rules otherwise within that period or changes its procedures with respect to deeming such objections as denied after 90 days. Denial by the FCC does not preempt the ability of the Commission to evaluate CenturyLink's retirement of its copper loops to ensure such retirement complies with any applicable state legal or regulatory requirements.

9.2.1.2.3.1 When infrastructure demand requires CenturyLink to retire copper Loops or copper Subloops, CenturyLink will leave copper Loops or copper Subloops serving CLEC End User Customers in service where it is Technically Feasible to do so. Should retired copper facilities be replaced by like copper facilities, CenturyLink and CLEC will jointly coordinate the transition of current working copper Loops and Subloops to like copper facilities so that service interruption is held to a minimum.

9.2.1.2.3.2 When CenturyLink retires copper Loops or copper Subloops and the replacement facilities include the placement of a remote DSLAM, to the extent that space is available, CenturyLink will offer CLEC Remote Collocation and/or Field Connection Point (FCP) pursuant to this Agreement in order to maintain existing services, including xDSL service provided by CLEC. CenturyLink and CLEC will jointly coordinate the transition of current working facilities to the new working facilities so that service interruption is held to a minimum.

9.2.1.3 **DS1 loops.** Subject to the cap described in Section 9.2.1.3.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS1 Loop as an Unbundled Network Element 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, no future DS1 Loop unbundling will be required in that Wire Center under this Agreement. A DS1 Loop is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

9.2.1.3.1 Regarding ordering and transition periods, see also Sections 9.1.13 – 9.1.15.

9.2.1.3.2 **Cap on unbundled DS1 Loop circuits.** CLEC may obtain a maximum of ten UNE DS1 Loops to any single Building in which DS1 Loops are available as UNE Loops.

9.2.1.4 **DS3 loops.** Subject to the cap described in Section 9.2.1.4.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS3 Loop as an Unbundled Network Element 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, no future DS3 Loop unbundling will be required in that Wire Center under this Agreement. A DS3 Loop is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.

9.2.1.4.1 Regarding ordering and transition periods, see also Sections 9.1.13 – 9.1.15

9.2.1.4.2 **Cap on unbundled DS3 Loop circuits.** CLEC may obtain a maximum of a single UNE DS3 Loop to any single Building in which DS3 Loops are available as UNE Loops.

9.2.1.5 Intentionally Left Blank

9.2.1.6 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.2.1.6.1 Packet Switching Facilities, Features, Functions and Capabilities – CenturyLink is not required to provide UNE access to the Packet Switched features, functions and capabilities of its Hybrid Loops.

9.2.1.6.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, CenturyLink shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between CenturyLink's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.6.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, CenturyLink may either:

a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

b) Provide nondiscriminatory access to a spare home-run copper Loop serving that End User Customer on an unbundled basis.

9.2.2 Unbundled Loop - Additional General Terms

9.2.2.1 CenturyLink shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that CenturyLink uses to provide service to its own End User Customers. CenturyLink, in Provisioning High Capacity Loop facilities to CLEC, must make the same Routine Network Modifications to its existing Loop facilities that it makes for its own End User Customers. CenturyLink shall engage in activities necessary to activate Loops that are not currently activated in the network. CenturyLink shall add types of electronics that CenturyLink ordinarily attaches to a Loop for an End User Customer requiring a Loop, even if such electronics are not attached to a particular Loop. For Unbundled Loops that have a retail analogue, CenturyLink will provide these Unbundled Loops in substantially the same time and manner as CenturyLink provides to its own End User Customers. CenturyLink will redesignate interoffice facilities (IOF) for CLEC where available with the exception of interoffice facilities CenturyLink maintains to ensure sufficient reserve capacity as defined in Section 9.7.2.5. Separate and apart from the foregoing, in the event CenturyLink removes from interoffice service, an entire IOF that is capable of supporting Telecommunications Services, CenturyLink will make that facility available as Loop

facilities for CenturyLink and CLEC alike to fill any order currently in the held order queue on a first come, first served basis. Should additional facilities be available after all held orders are filled, CenturyLink will make the additional facilities available to fill new orders on a first come, first served basis, based on the Application Date. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

When IOF facilities are used pursuant to Section 9.2.2.1, CenturyLink will reuse IOF facilities whenever the facilities are in good enough condition to use as Loop facilities. In such cases, these facilities will be available as Loop facilities and will be visible in the raw Loop data tool upon completion of the outside plant reclamation job.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that CenturyLink assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. CenturyLink makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option via the Network Channel Interface (NCI) field on the LSR. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If CenturyLink uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, CenturyLink will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, CenturyLink may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, CenturyLink will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. Regarding lack of facilities generally, see Section 9.2.2.16, Section 9.19 and Section 19.

9.2.2.2.1.1 In areas where CenturyLink has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to CenturyLink information sufficient to provide CLEC with a reasonably complete identification of such copper facilities. CenturyLink shall be entitled to mediate access in a manner reasonably related to the need to protect Confidential or Proprietary information. CLEC shall be responsible for CenturyLink's incremental cost to provide such information or access mediation.

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9.2.2.2.1.2 If CenturyLink deploys Next Generation Digital Loop Carrier (NGDLC) in its network, CLEC shall have non-discriminatory access to the technology as required by the Act and the rules promulgated thereunder.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop CenturyLink will provide an Analog Unbundled Loop that meets the minimum state technical performance standard at the Analog Unbundled Loop rates contained in Exhibit A. If necessary to meet the state standards, CenturyLink will, at no cost to CLEC, add or remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. CenturyLink will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that CenturyLink uses for itself to provide the requisite service. CenturyLink will not re-designate working distribution facilities as interoffice facilities (and vice versa) either for a CLEC or itself. Digital Loops may use a single or multiple transmission technologies. Direct Current continuity does not apply to digital capable Loops. If conditioning is required, then CLEC may be charged for such conditioning as set forth in Exhibit A, if it authorized CenturyLink to perform such conditioning.

9.2.2.3.1 CenturyLink will not deny access to DS1 and DS3 Loops on the basis that the Loop facilities are provisioned via fiber. If both copper and fiber are available, CenturyLink may elect over which facility to provision the Loop. For Hybrid Loops, see Section 9.2.1.6.

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System CenturyLink will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, CenturyLink may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, CenturyLink will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. CenturyLink will hold the order for ninety (90) Days. If, after ninety (90) Days, no copper facility capable of supporting the requested service is available, then CenturyLink will reject the order.

9.2.2.3.3 CenturyLink may re-designate fully retired facilities for itself as well as CLEC.

9.2.2.4 Non-Loaded Loops. CLEC may request that CenturyLink provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that CenturyLink condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, CenturyLink will obtain CLEC's consent prior to undertaking any

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conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, CenturyLink will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the non-recurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge. These charges will not apply if CLEC establishes that the Loop CenturyLink provided does not meet the Commission's minimum voice grade performance standards, AZ – R14-2-114, unless CenturyLink later finds and establishes to CLEC that the requested conditioning caused the voice degradation. CLEC may be entitled to a credit of conditioning costs already paid to CenturyLink, if CenturyLink fails to perform the conditioning in a workmanlike or timely manner. The determination of credit or fault shall be addressed in the context of a Billing dispute.

9.2.2.4.1 Where CenturyLink fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where CenturyLink does not perform conditioning in accord with the standards applicable under this Agreement, CLEC shall be entitled to a credit of one-half (1/2) of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Agreement requires CenturyLink to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks CenturyLink to cure any defect and CenturyLink does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above. Any credit to which CLEC is entitled under this provision will be automatically credited by CenturyLink to CLEC's bill within sixty (60) Days.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, CenturyLink will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by CenturyLink, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then CenturyLink will provide the requested Extension Technology and will charge CLEC. CenturyLink will provision ISDN (BRI) Capable and xDSL-I Loops using the specifications in CenturyLink Technical Publication 77384 and other applicable CenturyLink technical publications, if any. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, CenturyLink will provide the necessary electronics at both ends, at the DS1 or DS3 capable Loops rates contained in Exhibit A. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a CenturyLink serving Central Office and the network interface at the End User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in CenturyLink Technical Publications 77375 (DS1), 77384 (Unbundled Loops), and other applicable CenturyLink technical publications, if any. See Section 9.2.1.3.

9.2.2.6.2 DS3 capable Loops provide a transmission path between a CenturyLink Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in CenturyLink Technical Publications 77324 (DS3), 77384 (Unbundled Loops), and other applicable CenturyLink technical publications, if any. See Section 9.2.1.4.

9.2.2.7 Intentionally Left Blank.

9.2.2.8 Loop Qualification Tools. CenturyLink offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools CenturyLink develops will provide CLEC access to Loop qualification information in a non-discriminatory manner and will provide CLEC the same Loop qualification information available to CenturyLink. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides CenturyLink with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and CenturyLink will perform a manual search of the company's records, back office systems and databases where Loop information resides. CenturyLink will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of CenturyLink's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Premises or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by Digital Loop Carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, CenturyLink will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

CLEC may request an audit of CenturyLink's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement. In addition to the terms specified in Section 18 the following also applies:

"As used herein, "Audit" shall mean a comprehensive review of CenturyLink's company records, backoffice systems and databases pertaining to Loop information. CLEC may perform, at its expense, one audit per 12-month period commencing with the effective Date of this Agreement. If CenturyLink can demonstrate that it has conducted an audit as defined herein within the last 12 months and that the results are satisfactory, the

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CLEC may request an audit only upon demonstration of need.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in CenturyLink Technical Publication 77384 and other applicable CenturyLink technical publications, if any.

9.2.2.8.2 Raw Loop Data Tools. CenturyLink offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via: http://.ecom.CenturyLink.com. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-XML. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridges Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-XML. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool provides a "yes/no" answer regarding the Loop's ability to support CenturyLink DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 Upon CLEC request, CenturyLink shall provide CLEC with the complete results of the most current Mechanized Loop Test ("MLT") CenturyLink may have previously conducted and retained in the Provisioning of an existing Unbundled Loop. If the requested information exists, CenturyLink shall provide this information to CLEC via email within forty-eight (48) hours of CenturyLink's receipt of CLEC's request for this information. CenturyLink retains the most current MLT results for as long as the Loop remains in service. CenturyLink continues to retain the most current MLT results for forty-five (45) Days once the Loop is disconnected.

9.2.2.9 The following Provisioning Options are available for Unbundled Loop elements. In addition, CLEC may utilize the Batch Hot Cut Process under the terms and conditions (including the effective date and the term) of the Amendment to the Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, CenturyLink will call CLEC to notify CLEC that the CenturyLink work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are not provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, CenturyLink provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The CenturyLink Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC

by the CenturyLink Implementor/Tester on close-out. Within two (2) business days, CenturyLink will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.2.4 If CenturyLink does not provide test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, CLEC may initiate a Billing dispute pursuant to Section 21.8. If the result of such Billing dispute is that CenturyLink failed to provide the verbal test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, CenturyLink will waive the Basic Installation with Performance Testing charge and instead charge CLEC for Basic Installation.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the CenturyLink Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CenturyLink has not contacted CLEC by the designated Appointment Time, CLEC may contact CenturyLink to initiate the scheduled cut. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. (See Section 9.2.2.9). If CenturyLink is not ready within thirty (30) minutes of the scheduled appointment time, CenturyLink will waive the non-recurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If CenturyLink fails to perform cooperative testing due to CenturyLink's fault, CenturyLink will waive the non-recurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, CenturyLink will issue a CenturyLink Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User Customer, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of CenturyLink performance testing, the CenturyLink Implementor/Tester will contact CLEC, read the CenturyLink test results, and begin CLEC cooperative testing. Within two (2) business days, CenturyLink will email the CenturyLink test results to a single, designated CLEC office email address. CenturyLink will not charge CLEC to test any performance parameter defined in the CenturyLink Technical Publication 77384, and for any testing covered by the cost support for the applicable non-recurring charge. If CLEC requests further tests, CenturyLink may charge CLEC the rate in Section 9.20.4 of Exhibit A.

9.2.2.9.3.2 For new End User Customer service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of

CenturyLink performance testing, the CenturyLink Implementor/Tester will contact CLEC, read the CenturyLink test results, and begin CLEC cooperative testing. Within two (2) business days, CenturyLink will email the CenturyLink test results to a single, designated CLEC office email address. CenturyLink will not charge CLEC to test any performance parameter defined in the CenturyLink Technical Publication 77384, and for any testing covered by the cost support for the applicable non-recurring charge. If CLEC requests further tests, CenturyLink may charge CLEC the rate in Section 9.20.6 of Exhibit A.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the CenturyLink Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CenturyLink has not contacted CLEC by the designated Appointment Time, CLEC may contact CenturyLink to initiate the scheduled cut. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. (See Section 9.2.2.9). If CenturyLink is not ready within thirty (30) minutes of the scheduled appointment time, CenturyLink will waive the non-recurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, CenturyLink will issue a CenturyLink Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The CenturyLink Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, CenturyLink may dispatch a technician to terminate the new circuit at the End User Customer premises. This dispatch is included by the non-recurring charge. The Field Technician will not remain on the End User Customer premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, CenturyLink will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User Customer, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of CenturyLink performance testing, the CenturyLink Implementor/Tester will contact CLEC, read the CenturyLink

test results, and begin CLEC cooperative testing. Within two (2) business days, CenturyLink will email the CenturyLink test results to a single, designated CLEC office email address. CLEC and CenturyLink will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new End User Customer service, Basic Installation with Cooperative Testing may require a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If CenturyLink fails to perform cooperative testing due to CenturyLink's fault, CenturyLink will waive the non-recurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, CenturyLink will issue a CenturyLink Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. CenturyLink will perform the performance testing necessary to assure that the facility meets appropriate performance parameters. This includes the following performance tests for various Loop types.

Interfering Bridged Tap is defined as any amount of Bridged Tap that would interfere with proper performance parameters as defined in this Section 9.2.2.9.6 and applicable industry standards.

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

Basic Rate ISDN and xDSL-I Capable Loops

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No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

Acceptance testing shall be performed on an end to end or Network Interface (NI) to Network Interface basis using Errored Second Performance Parameters.

DS1 Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Run various patterns to verify Line Code Options, timing, equalization and voltage

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty five (25) or more DS0 Unbundled Loops. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between CenturyLink and CLEC. All requests will be processed on a first come, first served basis and are subject to CenturyLink's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, CenturyLink will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days from receipt of an accurate LSR. In addition, intervals in Exhibit C will apply.

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9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting an LSR and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional incremental charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within CenturyLink's normal business hours or Out Of Hours. CenturyLink normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for incremental charges are set forth in the Miscellaneous Charges Section 9.20.2 of Exhibit A.

9.2.2.9.7.4 CenturyLink will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge set forth in Section 9.20.3 of Exhibit A. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a CenturyLink error or a new Due Date is requested by CenturyLink, within twenty-four (24) hours of the negotiated FDT, CenturyLink may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and CenturyLink agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoral of CenturyLink service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to CenturyLink. If CenturyLink is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, CenturyLink shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User Customer.

9.2.2.10 Intentionally Left Blank.

9.2.2.11 Regarding maintaining and modernizing the network, see Section 9.1.9.

9.2.2.12 If there is a conflict between an End User Customer (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, CenturyLink will advise the End User Customer to contact CLEC, and CenturyLink will initiate contact with CLEC.

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a) Reserved for Future Use.

b) Reserved for Future Use.

9.2.2.13 Facilities and lines CenturyLink furnishes on the premises of CLEC's End User Customer up to and including the Loop Demarcation Point are the property of CenturyLink. CenturyLink shall have reasonable access to all such facilities for network management purposes. CenturyLink will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit CenturyLink's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of CenturyLink's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit Section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User Customer contacts CenturyLink with a request to convert their local service from CLEC to CenturyLink, CenturyLink may reuse the existing facilities for the service requested by CenturyLink to the extent those facilities are technically compatible with the service to be provided for conversion activity (i.e., not "new" activity). If CenturyLink so reuses facilities for Loops with LNP, CenturyLink will submit an LSR to CLEC indicating a reuse of facilities for Loops on the LSR, notify CLEC of the loss of the End User Customer, and disconnect the Loop that CenturyLink provided to CLEC on the Due Date set forth in the FOC provided by CLEC. CenturyLink will disconnect the Loop only where CenturyLink has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts CenturyLink with a request to convert an End User Customer from the End User Customer's original competitive Carrier Switch (old CLEC) to CLEC's Switch (CLEC), CLEC is responsible for notifying old CLEC of the conversion. CenturyLink will disconnect the Loop CenturyLink provided old CLEC and, at CLEC request, where technically compatible, will reuse the Loop for the service requested by CLEC (e.g., resale service).

9.2.2.15.3. When CLEC contacts CenturyLink with a request to convert an End User Customer from CenturyLink to CLEC, CenturyLink will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided for conversion activity (i.e., not "new" activity on the LSR/ASR). Upon CLEC request, CenturyLink will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, CenturyLink will send a loss notification report to the original competitive Carrier signifying completion of the loss. If CenturyLink fails to send a loss notification report as set forth in Section 12.2.5.2.4, CenturyLink will waive all erroneous charges.

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9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event CenturyLink notifies CLEC that facilities ordered are not available from CenturyLink at the time of the order, CenturyLink shall maintain the order as pending for a period of ninety (90) business days. If facilities become available to fill the order within that ninety (90) business day period, CenturyLink shall notify the CLEC of such availability. CLEC and CenturyLink acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including CenturyLink, which predate CLEC's order shall have priority in any facilities made available under the terms of this section.

9.2.2.17 The requirements under Section 9.23.3.7.1 shall not apply to conversions to Unbundled Loop.

9.2.3 Unbundled Loop Rate Elements

The following rates for Unbundled Loops are set forth in Exhibit A of this Agreement.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Non-recurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Non-recurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-recurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop Conversion Non-recurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops, as requested by CLEC.

9.2.3.5 Conditioning Non-recurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12, may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, CenturyLink's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A. Other than under Section 10.2 (LNP), CenturyLink will not request Out of Hours Coordinated Installations.

9.2.3.8 Design Change rates for Unbundled Loops

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9.2.3.9 Rates for CFA changes are set forth in Exhibit A (unless the need for such change is caused by CenturyLink, in which case this rate does not apply).[1]

9.2.4 Unbundled Loop Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in Section 12 of this Agreement.

9.2.4.2 See Section 5.3 regarding Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer. If CLEC uses CenturyLink's Loop make-up tool and CenturyLink's pre-order Loop make-up information shows the circuit meets the technical parameters, when the facility does not, CenturyLink will provide a facility to CLEC (if facilities are available as described in Section 19). CenturyLink will correct the information in the tool.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC may use one of CenturyLink's Loop make-up tools available via IMA-XML, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through CenturyLink tools, CLEC may determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize CenturyLink to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, CenturyLink will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or CenturyLink determines that conditioning is necessary, and CLEC authorizes CenturyLink to perform the conditioning, CenturyLink will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If CenturyLink determines that conditioning is necessary and CLEC has not previously authorized CenturyLink to perform the conditioning on the LSR, CenturyLink will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once CenturyLink receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, xDSL-I capable Loop, or DS1 capable Loop, CenturyLink will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that CenturyLink has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date

1 The design change charge for loops and CFAs will be reviewed by the Commission in Phase III of the cost docket.

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commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, CenturyLink will return the FOC with the interval in Exhibit C (i.e., five (5) Days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and CenturyLink determines that the Loop requires conditioning, CenturyLink will notify CLEC via a reject notification. CLEC must submit a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to date the new version is received by CenturyLink. If CenturyLink pre-order Loop make-up information indicated that no conditioning was required, CenturyLink will correct the information in its databases/tools.

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when CenturyLink receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with CenturyLink that is complete and accurate, CenturyLink will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which CenturyLink will provision the Loop. CenturyLink will ensure the accuracy of the commitment date. If CenturyLink must make changes to the commitment date, CenturyLink will promptly issue a CenturyLink Jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. CenturyLink will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when CenturyLink has facilities or network capacity available.

9.2.4.6 Upon CLEC request, CenturyLink will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

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9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 CLEC may request the Due Date interval in Exhibit C, which will apply when no line conditioning is required. CLEC may determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If line conditioning is required, CenturyLink will notify CLEC on the FOC that the Due Date may be up to fifteen (15) business days. If CLEC did not pre-approve line conditioning on the LSR and CenturyLink determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, CenturyLink's normal installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. If CenturyLink commences an installation during these hours, CenturyLink will complete the installation the same day with no Out of Hours charges. Installations requested to commence outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.1.1 Installations requested by CLEC to occur within normal installation hours, but performed or completed out of hours are not considered Out of Hours Coordinated Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of CenturyLink's normal installation hours.

9.2.4.10.2.1 Other than under Section 10.2 (LNP), CenturyLink will not request Out of Hours Coordinated Installations.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between the Parties because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other Carriers requesting the same appointment times in the same Switch (Switch contention).

9.2.4.11 Regarding ordering of High Capacity Loops, see Section 9.1.13.

9.2.5 Unbundled Loop Maintenance and Repair

9.2.5.1 CLEC is responsible for its own End User Customer base and will have

the responsibility for resolution of any service trouble report(s) from its End User Customers pursuant to Section 12. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to CenturyLink. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. CenturyLink will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink's network. CenturyLink and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that CenturyLink perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when CenturyLink dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes CenturyLink to repair the trouble on CLEC's behalf, CenturyLink will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides CenturyLink with test results indicating trouble in CenturyLink's network and CenturyLink confirms that such trouble is in CenturyLink's network. In the event that CenturyLink reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in CenturyLink's network, then CenturyLink will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If CenturyLink reported no trouble found in its network but, as a result of a repeat trouble (accepted trouble), CLEC demonstrates that the trouble is in CenturyLink's network, CLEC will charge CenturyLink a trouble isolation charge as described in Section 12.4.1.8.

9.2.5.2.1 Upon request by either Party, CLEC and CenturyLink will schedule a joint repair appointment. CLEC and CenturyLink technicians will meet at the agreed upon location at the scheduled time. If the CenturyLink technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the CenturyLink network, CenturyLink will credit CLEC the Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20, or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, CenturyLink will charge, and CLEC will not dispute, the Maintenance of Service and Dispatch charges, if any, as set forth in Exhibit A at 9.20, associated with that technician dispatch.

9.2.5.3 When CLEC elects not to perform trouble isolation and CenturyLink dispatches to perform tests on the Unbundled Loop at CLEC's request, a Maintenance of Service Charge shall apply if the trouble is not in CenturyLink's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service Charges are set forth in Exhibit A.

9.2.5.4 CenturyLink will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. CenturyLink will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by CenturyLink. Based on this analysis, CenturyLink will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are implemented to fix

the problems.

9.2.5.5 CenturyLink shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that CenturyLink chooses not to allow such access, CenturyLink must conduct the testing and it shall waive any trouble isolation and dispatch charges that may otherwise be applicable.

9.2.6. Spectrum Management

9.2.6.1 CenturyLink will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide CenturyLink with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. If CLEC notifies CenturyLink a service is significantly degrading the performance of other Advanced Services or traditional voice band services on one of its facilities, within forty-eight (48) hours CenturyLink will provide CLEC with binder group information including cable, pair, Carrier, NC/NCI Code information and PSD class to allow CLEC to notify the causing Carrier of the problem. Such information provided by CenturyLink shall be considered Confidential Information pursuant to Section 5.16 of this Agreement. CLEC also agrees to notify CenturyLink of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. CenturyLink agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask. Information provided by CLEC pursuant to this Section 9.2.6.2 shall be deemed Confidential Information pursuant to Section 5.16 of this Agreement.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, CenturyLink and CLEC agree to work cooperatively to determine Spectrum Compatibility. CenturyLink and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 CenturyLink recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. CenturyLink will place such T1s, by whoever employed, within Binder Groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, CenturyLink shall, whenever it is Technically Feasible, replace its T1 technology with a technology that will eliminate undue interference problems. CenturyLink also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC or Commission rules and orders and industry standards.

9.2.6.5 If either CenturyLink or CLEC claims a service is significantly degrading

the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, CenturyLink will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, CenturyLink, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 CenturyLink will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, CenturyLink shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or CenturyLink is ordered to do so by a Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 A CLEC that has deployed any Central Office based xDSL service that meets the requirements set forth in Sections 9.2.6.2 or 9.2.6.3 shall be entitled to require CenturyLink to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from CenturyLink's use of repeaters or remotely deployed DSL service in that area.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in CenturyLink's outside plant (originating outside of the Central Office), including inside wire owned or controlled by CenturyLink, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single Point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis, under this Agreement, to a feeder Subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access, under this Agreement, to the fiber feeder plant only to the extent it is necessary to provide a complete transmission path between the Central Office and the End User Customer's premises or MTE.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE

terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any Collocation or other Provisioning requiring CenturyLink performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of CenturyLink and other CLECs, (5) the engineering and operations standards and practices to be applied at CenturyLink facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, CenturyLink shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a Building in a MTE environment or accessible terminals physically attached to a Building in a MTE environment. CenturyLink Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-CenturyLink owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

a) Two-Wire/Four Wire Unbundled Distribution Loop

b) Regarding fiber feeder plant, see Section 9.3.1.1. See also Section 9.2.1.6 regarding Hybrid Loops.

c) Two-Wire/Four Wire Non-loaded Distribution Loop

d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling

is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the CenturyLink accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to CenturyLink Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop Unbundling is available after CLEC has notified CenturyLink of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross-connect field at the Building terminal.

9.3.1.3.2.1 Reserved for Future Use.

9.3.1.3.2.2 Reserved for Future Use.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with CenturyLink where it is Technically Feasible outside of the Central Office location The FCP interconnects CLEC facilities to a terminal block within the accessible terminal (e.g., FDI/SAI). The terminal block allows a CenturyLink technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 A FCP within a CenturyLink accessible terminal creates a cross-connect field to support Subloop unbundling.

9.3.1.4.2.1 The terms, conditions, intervals and rates for FCP are found within section 9.3.

9.3.1.4.2.2 Placement of CLEC's equipment in a CenturyLink Premise that requires power and or heat dissipation is governed by the Terms of Section 8 and does not constitute a FCP.

9.3.1.4.3 A FCP *arrangement can be established* either within a CenturyLink accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, the FCP may be placed in an adjacent terminal. CLEC will have physical access to the splice points at CenturyLink's accessible terminal (e.g., FDI/SAI), when accompanied by a CenturyLink technician. Such access is only for the purpose of Maintenance and Repair.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the Building terminal that will allow CLEC to connect its facilities to CenturyLink's Subloops. The Demarcation Point between CLEC and CenturyLink's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle

Subloops at a designated accessible terminal, CenturyLink shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 CenturyLink shall provide access to additional Subloop elements (e.g., copper feeder) to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.1.8 Collocation is not required to access Subloops used to access the network infrastructure within multiunit premises. CLEC may access these Subloops at any Technically Feasible terminal point at or near the building in any Technically Feasible manner.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a CenturyLink provided facility from the CenturyLink accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a CenturyLink provided facility without load coils and excess Bridged Taps from the CenturyLink accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, CenturyLink will contact CLEC to determine if CLEC wishes to have CenturyLink unload a Loop. If the response is affirmative, CenturyLink will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal non-recurring charge in addition to the Unbundled Loop installation non-recurring charge. If a CenturyLink technician is dispatched and no load coils or Bridged Taps are removed, the non-recurring conditioning charge will not apply. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.3 Intrabuilding Cable Loop: a CenturyLink provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer premises inside the same Building. This Subloop element only applies when CenturyLink owns the intrabuilding cable. If CenturyLink does not own the intrabuilding cable, CLEC has the right to access such cable directly from the property manager or owner. Access to the CenturyLink NID will be in accordance with Section 9.5.2.3.

9.3.2.1.4 To the extent CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple Buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property,

owned by one Person or entity, on which there are multiple Buildings.

9.3.2.2 Intentionally Left Blank.

9.3.3 MTE Terminal Subloop Access General Terms

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-CenturyLink owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a CenturyLink Premises. Cross-Connect Collocation, as defined in Section 9.3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross-Connect Collocation if required at or near an MTE.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as an access point.

9.3.3.4 CLEC will work with the MTE Building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the Building owner to create space for such terminations without requiring CenturyLink to rearrange its facilities.

9.3.3.5 If there is space in the Building for CLEC to enter the Building and terminate its facilities without CenturyLink having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into CenturyLink's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. CenturyLink shall have five (5) Days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to input the inventory of CLEC's terminations into its systems. CenturyLink may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, CenturyLink shall provide written notification to CLEC of the extended interval CenturyLink believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case CenturyLink must request a waiver from the Commission to obtain the extended interval. If CLEC submits a Subloop order before CenturyLink inputs the inventory into its systems, CenturyLink shall process the order in accord with Section 9.3.5.4.1.

9.3.3.6 If CLEC connects CenturyLink's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its Building terminal or no

accessible terminal from which CLEC can access such Subloop elements, and CenturyLink and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, CenturyLink will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. CenturyLink's obligation to construct a SPOI is limited to those MTEs where CenturyLink has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE, including the intrabuilding cable Subloop, if any, at such premises. In addition, CenturyLink shall have an obligation to build a SPOI for MTE only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI. In such instances, CLEC shall pay the applicable charge(s), identified in Exhibit A, which shall be ICB (unless the Commission establishes a different rate), based on the scope of the work required.

9.3.3.7.1 If CenturyLink must rearrange its MTE Terminal to make space for CLEC, CenturyLink shall have forty-five (45) Days from receipt of a written request from CLEC to complete the rearrangement. CenturyLink may seek an extended interval if the work cannot reasonably be completed within forty-five (45) Days. In such cases, CenturyLink shall provide written notification to CLEC of the extended interval CenturyLink believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case CenturyLink must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If CenturyLink must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis, but shall be no more than ninety (90) Days unless agreed to by CLEC.

9.3.3.7.3 CLEC may cancel a request to construct an MTE-POI or SPOI prior to CenturyLink completing the work by submitting a written notification via certified mail to its CenturyLink account manager. CLEC shall be responsible for payment of necessary costs previously incurred by CenturyLink as well as costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.3.8.1 For those locations where CLEC is serving Customers, CenturyLink shall provide CLEC notice that an agreement has been reached with the Building owner to move the Demarcation Point in the owner's MTE to the minimum point of entry. The CenturyLink notice will provide the timeframe for when the Demarcation Point will be moved to the minimum point of entry. CenturyLink shall provide such notice within ten (10) business days after the agreement has been reached.

9.3.3.8.2 CLEC shall have the option of moving its service to the newly established Demarcation Point or negotiating with the Building owner connecting to the wiring as previously provided. CenturyLink shall make the appropriate Billing adjustments as of the date a newly established Demarcation Point is active.

9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC may either perform its own cross-connect or request that CenturyLink perform the cross-connect. If CenturyLink performs the cross-connect appropriate time and material charges are applicable.

9.3.3.8.3.1 If during the term of this agreement a new negotiated ICA or negotiated amendment has been approved by the Commission that contains the option for CenturyLink to perform cross connect jumper work for intrabuilding cable, at CLEC's request, CenturyLink will offer CLEC an amendment to this agreement which will include all the associated rates, terms and conditions as it negotiated.

9.3.4 Detached Terminal Subloop Access General Terms

9.3.4.1 With the exception of an MTE Terminal, Unbundled Subloop elements are accessed at an FCP through an accessible terminal. However, if power and/or heat dissipation are required, a Remote Collocation request should be submitted pursuant to Section 8 of this Agreement.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CenturyLink will place the FCP in an adjacent terminal when Technically Feasible.

9.3.4.2.1 Reserved for Future Use.

9.3.4.3 Field Connection Point

9.3.4.3.1 CenturyLink is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, CenturyLink shall allow CLEC to construct its own structure adjacent to CenturyLink's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to CenturyLink rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with CenturyLink, when placing their facilities adjacent to CenturyLink facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the FCP process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the CenturyLink FCP location. CenturyLink will terminate the cable in the CenturyLink accessible terminal if termination capacity is available. If termination capacity is not available, CenturyLink will expand the FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, CenturyLink shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of CenturyLink to seek to resolve obstacles that CenturyLink may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for CenturyLink to obtain such authorizations or rights of way shall be excluded from the time CenturyLink is expected to provision the FCP. CLEC will be responsible for placing the cable from the CenturyLink FCP to its equipment. CenturyLink will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a FCP request prior to CenturyLink completing the work by submitting a written notification via certified mail to its CenturyLink account manager. CLEC shall be responsible for payment of all costs previously incurred by CenturyLink.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the FCP Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein CenturyLink shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5 Subloop Unbundling Ordering Process

9.3.5.1 All Subloop Types

9.3.5.1.1 Subloop elements are ordered via an LSR, pursuant to Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 CenturyLink shall dispatch a technician to run a jumper between

its Subloop elements and CLEC's facilities. CLEC shall not at any time disconnect CenturyLink facilities or attempt to run a jumper between its facilities and CenturyLink's Subloop elements without specific written authorization from CenturyLink.

9.3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use.

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC may elect to ask the MTE owner whether it owns or controls on-premises wiring at an MTE. If the owner fails to claim or disclaims ownership of such on-premises wiring or if CLEC elects not to ask such MTE owner, CLEC shall request that CenturyLink make a determination of whether CenturyLink owns or controls the on-premises wiring ("an MTE Ownership Request"). CLEC shall make an MTE Ownership Request no later than ten (10) Days before CLEC begins construction of facilities to provide local services at an MTE. CenturyLink shall reply to an MTE Ownership Request within (a) ten (10) Days, if CLEC's request is the first request for access at such MTE or (b) two (2) business days, if CenturyLink has previously confirmed ownership or control of wiring at such MTE. In the event CLEC provides CenturyLink with a written claim by an MTE owner, or authorized Person thereof, that such owner owns the facilities on the End User Customer side of the terminal, the ten (10) Day period shall be reduced to five (5) Days from CenturyLink's receipt of such claim. CenturyLink's investigation into its ownership and control of on-premises wiring and CenturyLink's reply to the MTE Ownership Request shall be at no cost to CLEC.

9.3.5.4.1.1 If CenturyLink fails to respond to an MTE Ownership Request, or fails to make a determination of ownership or control of on-premises wiring as provided in Section 9.3.5.4.1 above within ten (10) Days after CLEC submits an MTE Ownership Request, or if ownership or control of on-premises wiring is otherwise unclear or disputed, CenturyLink will not prevent or in any way delay the CLEC's use of the on-premises wiring to meet an End User Customer request for service. After CLEC has commenced use of the on-premises wiring and if CenturyLink demonstrates that the facility used by CLEC is on-premises wiring, or such determination is made pursuant to Dispute Resolution, CLEC will compensate CenturyLink for the use of such on-premises wiring, according to rates set forth in this Agreement, on a retroactive basis from the date of when CenturyLink demonstrates compliance with Sections 9.3.8.2 and 9.3.8.3.

9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the Building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If CenturyLink owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and CenturyLink must rearrange facilities or construct new facilities to

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accommodate such access, CLEC shall notify CenturyLink. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC orders Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and CenturyLink's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. CLEC, will run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to CenturyLink's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Terminal access protocol that is different from CenturyLink's Standard MTE Terminal Access Protocol, CenturyLink shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.5.2 Reserved for Future Use.

9.3.5.4.5.2.1 Reserved for Future Use.

9.3.5.4.5.2.2 Reserved for Future Use.

9.3.5.4.5.2.3 Reserved for Future Use.

9.3.5.4.5.2.4 Reserved for Future Use.

9.3.5.4.6 Intentionally Left Blank.

9.3.5.4.7 For access to CenturyLink's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by CenturyLink before securing such access. CenturyLink shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. CenturyLink shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

9.3.5.4.8 Intentionally Left Blank.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a FCP application form to CenturyLink. The FCP Application Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP is complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for Provisioning a FCP, which begins upon CenturyLink's receipt of a complete FCP application form from CLEC. A complete FCP application form shall contain the following; End User Customer address, Central Office CLLI code, cable size, cable gauge, quantity of cables, Line Sharing (if applicable), and Loop ordering information.

9.3.5.5.2.1.1 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A FCP in a detached terminal shall be provisioned within ninety (90) Days from CenturyLink's receipt of a complete FCP application.

9.3.5.5.2.1.3 If CenturyLink denies a request for FCP in a CenturyLink Premises due to space limitations, CenturyLink shall allow CLEC representatives to inspect the entire Premises escorted by CenturyLink personnel within ten (10) Days of CLECs receipt of the denial of space, or a mutually agreed upon date. CenturyLink will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including CenturyLink reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, CenturyLink and CLEC disagree about whether space limitations at the Premises make FCP impractical, CenturyLink and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that CenturyLink has incorrectly identified the space limitations, CenturyLink will honor the original FCP Collocation Application Date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining non-recurring charges shall be upon the RFS date. Upon completion of the construction activities and inspection, CLEC will pay the remaining non-recurring charge and CenturyLink will provide CLEC with the assignments and the necessary Subloop ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the inspection. If CenturyLink, despite its best efforts, including notification through the contact number on the FCP application, is unable to schedule the inspection with CLEC within twenty-one (21) Days after the RFS, CenturyLink shall activate the applicable charges.

9.3.5.5.2.1.5 CenturyLink may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, CenturyLink shall provide written notification to CLEC

of the extended interval CenturyLink believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case CenturyLink must request a waiver from the Commission to obtain an extended interval.

9.3.6 Subloop Unbundling Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - See Section 12 regarding Trouble Isolation Charges.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 FCP Charge: Acceptance – After receipt of a FCP Quote Form from CenturyLink, CLEC shall formally accept the quote in order for CenturyLink to continue the processing of the FCP application. A FCP Acceptance shall be considered Complete, if it contains:

a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges

9.3.6.3.2 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rates set forth in Exhibit A.

9.3.6.3.3 Intentionally Left Blank.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop MTE – POI Site Inventory charge is for CenturyLink to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed. CLEC will be charged with the rate in Exhibit A for the Subloop MTE – POI Site Inventory.

9.3.6.4.2 Intentionally Left Blank

9.3.6.4.3 Intra-building Cable Non-recurring Charge – The non-recurring charge for Intra-building Cable is contained in Exhibit A.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: CenturyLink will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: CenturyLink will maintain all of its

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facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Intentionally Left Blank

9.5 Network Interface Device (NID)

9.5.1 Description

The NID is defined in Section 4 of this Agreement. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. CenturyLink shall permit CLEC to connect its own Loop facilities to on-premises wiring through CenturyLink's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where CenturyLink ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and CenturyLink's NID, as well as any on premises wiring that CenturyLink owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent CenturyLink has deployed "Smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by CenturyLink or any other provider, CenturyLink shall provide unbundled access to such devices. CenturyLink shall also continue to allow CLEC, at its option, to use all features and functionality of the CenturyLink NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Network Interface Device General Terms

9.5.2.1 A CLEC can use the existing CenturyLink NID to terminate its drop if

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space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the CenturyLink NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the CenturyLink facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, CenturyLink will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the CenturyLink facility currently in place, including the NID, will remain in place. At no time should any Carrier remove another Carrier's Loop facilities from the protector side of that Carrier's NID, if the NID is located on the inside of the Building. If the NID is located on the outside of the Building, a qualified technician of any Carrier may remove or disconnect and cap off another Carrier's drop wire facilities. Only qualified technicians of that Carrier selected by the Customer, who have been trained to perform work under the National Electrical Safety Code and under other applicable industry standards, may cap off Loop facilities in accordance with standard industry practice. If any Carrier removes the facilities of another Carrier from CenturyLink's NID, it shall provide notice to the affected Carrier of such disconnection.

9.5.2.1.1 CenturyLink shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by CenturyLink, without restriction. Where CenturyLink does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 CenturyLink shall allow CLEC to use all features and functionality of the CenturyLink NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, CenturyLink will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if CenturyLink initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. CenturyLink will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 CenturyLink will retain sole ownership of the CenturyLink NID and its contents on CenturyLink's side. CenturyLink is not required to proactively conduct NID

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change-outs, on a wide scale basis. At a CLEC's request, CenturyLink will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. CenturyLink is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a CenturyLink NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the CenturyLink NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. CenturyLink shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a CenturyLink NID located inside a Building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a CenturyLink NID that is attached to a Building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, CenturyLink shall allow CLEC to connect its Loops directly to the protector field at CenturyLink NIDs that have unused protectors and are not used by CenturyLink or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the CenturyLink protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a CenturyLink NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a CenturyLink NID must be terminated in compliance with FCC 88-57, Section 315 of the National Electric Safety Code and Section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use

9.5.3 Network Interface Device Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a CenturyLink NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5.

9.5.3.3 When a CLEC requests that CenturyLink perform the work to connect its NID to the CenturyLink NID, the costs associated with CenturyLink performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where CenturyLink makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

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9.5.3.5 CLEC will be billed on a time and materials basis for any change out CenturyLink performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Network Interface Device Ordering Process

9.5.4.1 Reserved for Future Use.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by CenturyLink. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Submission of LSRs is described in Section 12. CenturyLink shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, CenturyLink shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points of connection that CenturyLink would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by CenturyLink and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the Customer field of the NID without notice to CenturyLink. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Network Interface Device Maintenance and Repair

9.5.5.1 If CenturyLink is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, CenturyLink will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original State. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.6 Dedicated Transport

CenturyLink shall provide access to Dedicated Transport in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description and General Terms

9.6.1.1 Dedicated Transport includes CenturyLink transmission facilities between Wire Centers or Switches owned by CenturyLink, or between Wire Centers or Switches owned by CenturyLink and Switches owned by CLEC.

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9.6.1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between CenturyLink Wire Centers in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) CenturyLink Wire Center and a different CLEC's Collocation in another CenturyLink Wire Center. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each CenturyLink Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are further described in CenturyLink Technical Publication 77389 and other applicable CenturyLink Technical Publications, if any. UDITs are further addressed in Section 9.6.2.

9.6.1.1.2 Dedicated Transport includes the Network Element entrance facilities (the transmission facilities that connect competitive LEC networks with incumbent LEC networks referred to in the Parties' previous Interconnection Agreement as E-UDIT or E-UDF), but CenturyLink is not required to unbundle entrance facilities (including Dark Fiber entrance facilities) to add new entrance facility UNEs (including Dark Fiber entrance facility UNEs) after March 11, 2005, Entrance facilities in place prior to March 11, 2005 will follow the transition plans in Sections 9.1.13 and 9.1.14.

9.6.1.1.3 Dedicated Transport includes OCn capacity transport facilities, but CenturyLink is not required to unbundle OCn capacity transport facilities to add new OCn capacity transport facilities UNEs after March 11, 2005. OCn capacity transport facilities in place prior to execution of this Agreement will follow the transition plan in Section 9.1.14.

9.6.1.1.4 Dark Fiber transport is addressed in Section 9.7.

9.6.1.1.5. Regarding ordering and transition periods, see Sections 9.1.13 – 9.1.15.

9.6.2 Unbundled Dedicated Interoffice Transport (UDIT)

9.6.2.1 Intentionally Left Blank.

9.6.2.2 DS1 and DS3 UDIT are available on an unbundled basis, except for the limitations described as part of this Section 9.6.2.2 and Section 9.6.2.3. CenturyLink shall unbundle DS1 transport and DS3 transport between any pair of CenturyLink Wire Centers except where:

9.6.2.2.1 both Wire Centers defining the Route are Tier 1 Wire Centers for DS1 transport. As such, CenturyLink must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

9.6.2.2.2 both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers for DS3 transport. As such, CenturyLink must unbundle DS3 transport if a Wire Center at either end of a requested Route is a Tier 3 Wire Center.

9.6.2.3 Limitation on DS1 and DS3 Transport.

9.6.2.3.1 On Routes for which there is no unbundling obligation for DS3

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transport, but for which an unbundling obligation exists for DS1 transport, CLEC may obtain a maximum of ten (10) DS1 UDIT circuits on each Route where DS1 UDIT is available on an unbundled basis.

9.6.2.3.2 CLEC may obtain a maximum of twelve (12) DS3 UDIT circuits on each Route where DS3 UDIT is available on an unbundled basis.

9.6.2 Unbundled Dedicated Interoffice Transport (UDIT) - Additional General Terms

9.6.2.4 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, CenturyLink will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous UDIT element from one point to another.

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9.6.2.6 With the exception of combinations provided through the UNE Combinations Section, Section 9.23, CLEC may utilize any form of Collocation for UDIT that terminates in CenturyLink Wire Centers. CenturyLink's design will ensure the cable between the CenturyLink provided active elements and the DSX will meet the proper signal level requirements. Channel Regeneration will not be charged separately for Interconnection between a Collocation space and CenturyLink's network. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."

9.6.3 Unbundled Dedicated Interoffice Transport Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) Reserved for Future Use.

d) DS1 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) Reserved for Future Use.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) Reserved for Future Use.

d) DS3 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) Reserved for Future Use.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) DS0 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.5 Rearrangement rates are contained in Exhibit A of this Agreement.

9.6.3.6 Design Change rates for UDITs are contained in Exhibit A of this Agreement. This rate does not apply when the need for such change is caused by CenturyLink.

9.6.4 Unbundled Dedicated Interoffice Transport Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in Section 12 of this Agreement.

9.6.4.1.2 Reserved for Future Use.

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9.6.4.1.3 The interval will start when CenturyLink receives a complete and accurate ASR. This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C, Section 2.0 of this Agreement.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Pursuant to Exhibit A, cancellation charges will apply except when:

a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by CenturyLink that such Due Date will be, delayed ten (10) business days or longer (e.g., due to no facilities); or

b) The original Due Date has been scheduled later than the expiration of the interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) Days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. CenturyLink will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

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9.6.4.5 CenturyLink will perform industry standard tests, set forth in CenturyLink Technical Publication 77389 and other applicable CenturyLink Technical Publications, if any when installing UDIT service.

9.6.4.6 Regarding ordering, see also Section 9.1.13.

9.6.5 Unbundled Dedicated Interoffice Transport Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and CenturyLink Cross Connections will be repaired by CenturyLink. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.6.6 Unbundled Dedicated Interoffice Transport Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT terminations on CLEC's Demarcation Point or to change UDIT options.

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These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g., CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber (UDF) Transport and UDF Multi-Tenant Environment Subloop

9.7.1 Description

9.7.1.1 Dark Fiber, unlike "lit" fiber, is unused fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services. UDF Transport consists of unactivated optical interoffice transmission facilities. For the purpose of this Agreement, UDF Transport may be referred to as UDF Interoffice Facility (UDF-IOF).

9.7.1.1.1 CenturyLink offers, and CLEC may order, Unbundled Dark Fiber (UDF) in two (2) distinct forms:

9.7.1.1.1.1 UDF-IOF is available on a deployed transport Route between two CenturyLink Wire Centers or switches, except on Routes connecting Wire Centers when both of the Wire Centers are classified as either a Tier 1 or Tier 2 Wire Center. For UDF-IOF when both of the Wire Centers are classified as either a Tier 1 or Tier 2 Wire Center, the Transition Period provisions of Section 9.1.14.4 apply to any such UNE that CLEC leased as of March 11, 2005.

9.7.1.1.1.2 UDF Multi-Tenant Environment (MTE) Subloop that begins at or near an MTE to provide access to MTE premises wiring.

9.7.1.1.2 Deployed UDF facilities shall include all local exchange Dark Fiber CenturyLink owns directly or to which it has a right to access under agreements with any other party affiliated or not, that do not prohibit CenturyLink's ability to provide access to another Person or entity.

9.7.1.2 Regarding UDF Loop, *see* Section 9.2.1. Regarding E-UDF, see Section 9.6.1.1.2.

9.7.2 UDF-IOF and UDF MTE Subloop General Terms

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9.7.2.2 CenturyLink will provide CLEC with non-discriminatory access to UDF-IOF

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and UDF MTE Subloop in accordance with section 9.1.2. CenturyLink will provide UDF-IOF and UDF MTE Subloop of substantially the same quality as the fiber facilities that CenturyLink uses to provide retail service to its own End User Customers.

9.7.2.2.1 For UDF-IOF, at accessible terminations within CenturyLink Wire Centers and/or Switch locations such as fiber distribution panels.

9.7.2.2.2 For UDF-MTE Subloop, a point of Technically Feasible access which is any point in CenturyLink's outside plant at or near an MTE premises, such as where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the MTE premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single Point of Interconnection, and the feeder/distribution interface. CenturyLink shall not improperly classify Dark Fiber as another type of facility to avoid CenturyLink's obligation to avoid its UDF MTE Subloop unbundling obligations.

9.7.2.2.3 CLEC may request placement of a FDP in order to access unterminated UDF pursuant to Section 9.19. For UDF-IOF, CLEC may request placement of the FDP in any CenturyLink Wire Center.

9.7.2.3 CenturyLink will provide CLEC with access to deployed UDF-IOF facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber.

9.7.2.4 CenturyLink will provide Unbundled Dark Fiber to CLEC in increments of one (1) strand or two (2) strands (by the pair). CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of UDF MTE Subloop fiber is defined as providing a minimum of OC-3 termination on each fiber pair CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 CenturyLink shall not have an obligation to unbundle UDF-IOF in the following circumstances:

a) CenturyLink will not unbundle Dark Fiber that CenturyLink utilizes for maintenance or reserves for maintenance spare for CenturyLink's own use. CenturyLink shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for CenturyLink's own use.

b) CenturyLink will not be required to unbundle Dark Fiber if CenturyLink demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. CenturyLink shall initiate such proceeding within seven (7) Days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, CenturyLink shall not object to using the most

expeditious procedure available under state law, rule or regulation. CenturyLink shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If CenturyLink fails to initiate such pending proceeding within such seven (7) Day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

c) See also Section 9.7.1.2.

9.7.2.6 CenturyLink will provide CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, CenturyLink will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in CenturyLink Technical Publication 77383 and other applicable CenturyLink technical publications, if any.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to CenturyLink.

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9.7.2.10 Upon thirty (30) Days notification to CLEC, CenturyLink may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of CenturyLink's notice to CLEC. In such proceeding, CenturyLink shall have the burden to prove that CenturyLink needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Reserved for Future Use.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to section 9.1.4 of this Agreement at both terminating points of the UDF-IOF. No Collocation is required in intermediate Central Offices within a UDF-IOF or at Central Offices where CLEC's UDF-IOFs are cross connected. CLEC has no access to UDF-IOF at those intermediate Central Offices.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF MTE Subloop, CLEC is responsible for all work activities at the End User Customer premises. All negotiations with the premises End User and or premises owner are solely the responsibility of CLEC.

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9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 CenturyLink and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. CenturyLink and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, CenturyLink shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: CLEC may identify on its order the Wire Center at which CenturyLink must provide a light detector and the Wire Center at which CLEC will provide light generating equipment. If CLEC does not identify the Wire Center on its order, CenturyLink and CLEC shall mutually agree on the Wire Center at which CLEC will provide the light generating equipment.

9.7.2.18 If, within ten (10) Days of the date CenturyLink provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested Route do not meet the minimum parameters set forth in CenturyLink Technical Publication 77383 and other applicable CenturyLink technical publications, if any, and if the trouble is in the CenturyLink UDF facility, not due to fault on the part of CLEC, then CenturyLink will at no additional cost, attempt to repair the UDF as it relates to CenturyLink cross-connects and jumpers. If CenturyLink cannot repair the UDF to the minimum parameters set forth in CenturyLink Technical Publication 77383 and other applicable CenturyLink technical publications, if any, CenturyLink will replace the UDF if suitable UDF pair(s) are available, at no additional non-recurring charge. If CenturyLink cannot replace the UDF upon receipt of a CLEC disconnect order, CenturyLink will refund the non-recurring charges associated with the Provisioning excluding IRI and Field Verification and will discontinue all recurring charges.

9.7.3 UDF-IOF and UDF MTE Subloop Ordering Processes

9.7.3.1 The first step of the UDF-IOF and UDF MTE Subloop ordering process is the inquiry process. CenturyLink has simple and complex inquiries.

9.7.3.1.1 The simple Initial Records Inquiry (IRI) is used to determine the availability of UDF-IOF between two (2) CenturyLink Wire Centers. For UDF-IOF, CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.1.1 If there is UDF-IOF available, the UDF IRI response for UDF-IOF will contain up to five (5) available UDF Routes between the CLEC-specified end locations. If additional Routes are available, CenturyLink will notify CLEC that such additional Routes exist and negotiate how that additional information will be made available.

9.7.3.1.2 The complex IRI is used to determine if a UDF MTE Subloop is available pursuant to Section 9.7.2.2.2.

9.7.3.1.2.1 As part of a complex IRI, CLEC must submit a Field Verification Quote Preparation (FVQP) form. CenturyLink will verify the locations for splicing and the fieldwork required for the conversion.

9.7.3.1.3 CenturyLink will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) CenturyLink, in writing, denies CLEC's request pursuant to Section 9.7.2.5 (b). CenturyLink shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3.1 For UDF MTE Subloop complex IRIs, CenturyLink will prepare and submit to CLEC a quote, along with the original FVQP form, within the interval in Exhibit C.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each CenturyLink Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, CenturyLink can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Termination at CenturyLink Wire Center: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF terminations at a CenturyLink Wire Center CenturyLink will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges, if any, will apply in accordance with Exhibit A.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to Section 9.7.3.1 of this Agreement and receive a UDF inquiry response that reflects that the Route to be reserved is available. CLEC is also strongly encouraged to request a field verification that the Route to be reserved is available. If CLEC does not obtain a field verification, CLEC assumes the risk that records upon which the UDF inquiry response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. CLEC may extend or renew reservations, by contacting CenturyLink, if there is delay in completion of the Collocation build. UDF reservations are also available for a six-month period, if a Collocation application has not been submitted. CLEC must submit the Collocation application by the last day of the six month period, and contact CenturyLink with the Collocation application information to extend the UDF reservation. All applicable UDF recurring charges specified in Sections 9.7.5.2 will be assessed at the commencement of the reservation. Non-recurring charges for Provisioning and cross

connects will be assessed at the time of installation.

9.7.4 UDF-IOF and UDF MTE Subloop Maintenance and Repair

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and CenturyLink Cross Connections will be repaired by CenturyLink. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of CenturyLink Technical Publication 77383 and other applicable CenturyLink technical publications, if any, without fault of CLEC, and if the trouble is in the CenturyLink UDF facility, then CenturyLink will attempt to repair the UDF as it relates to CenturyLink cross-connects and jumper at no additional cost. If CenturyLink cannot repair the UDF to the minimum parameters set forth in CenturyLink Technical Publication 77383 and other applicable CenturyLink technical publications, if any, then CenturyLink will replace the UDF at no additional cost if suitable UDF pair(s) are available. If CenturyLink cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 UDF-IOF and UDF MTE Subloop Rate Elements

9.7.5.1 UDF-IOF and UDF MTE Subloop rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). CenturyLink has simple and complex inquiries. These rate elements are a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each Route check requested by CLEC. CenturyLink has simple and complex inquiries. CenturyLink will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than CenturyLink Wire Centers for UDF MTE Subloop. CenturyLink will prepare a quote which will explain what work activities, timeframes, and additional costs, including recurring and non-recurring costs, are associated with providing access to this FDP location. This quote will be good for thirty (30) Days. The FVQP is not necessary when the request is between CenturyLink Wire Centers (i.e., simple IRI for UDF). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering Verification charge (described in sub-section (c)) assessed in the context of the reservation.

c) Engineering verification. This rate element is a records check for UDF MTE Subloop, if CLEC has requested verification before placing a verification request for UDF that CLEC desires to reserve and the request involves splicing.

9.7.5.2 The following rate elements (contained in Exhibit A) are used once the availability of UDF has been established and CLEC chooses to access UDF.

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9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the CenturyLink Wire Center(s). A UDF-IOF termination charge applies per single strand termination or per pair termination at an FDP or like cross-connect point.

b) UDF IOF Fiber Transport Rate Element. This rate element is recurring. This rate element provides a transmission path between CenturyLink Wire Centers. This recurring rate element is mileage sensitive based on the Route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF IOF fiber cross-connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-IOF.

d) Unbundled Dark Fiber- Order Charge, First Route, per order. This rate element is the nonrecurring component assessed for installation of unbundled Dark Fiber, by the strand. The element applies for the first strand or pair that is requested to terminate at a single location. See Exhibit A.

e) Unbundled Dark Fiber- Order Charge, each additional Route, per order. This rate element is the nonrecurring component assessed for installation of each additional unbundled Dark Fiber strand. The element applies to each additional strand or pair ordered to the same location, on the same request. See Exhibit A.

f) UDF transport Fiber Cross-Connect Disconnect Rate Element. This rate is a non-recurring charge and is used to disconnect the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). This charge applies per office.

9.7.5.2.2 Unbundled Dark Fiber Splice. This rate element is the nonrecurring charge assessed for the splice location, if required, to make the UDF MTE Subloop accessible. This rate element is for the work performed at the accessible first manhole or splicing location associated with an UDF MTE Subloop order. See Exhibit A.

9.7.5.2.3 UDF MTE Subloop. This rate element is the recurring charge assessed for the UDF MTE Subloop and it is ICB (Individual Case Basis).

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9.8 911 and E911 Call-Related Databases

9.8.1 CenturyLink shall provide CLEC nondiscriminatory access to 911 and E911 databases only as required by the Act and 47 C.F. R. §51.319 and subparts. See Section 10.3 for the terms and conditions for 911/E911 Service.

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9.18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Special Request Process set forth in Exhibit F or the Bona Fide Request Process, as applicable.

9.19 Construction Charges

CenturyLink will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. CenturyLink shall treat CLEC orders the same as it would treat its own orders for new or additional service. When CenturyLink constructs to fulfill CLEC's request for UNEs, CenturyLink will bid this construction on a case-by-case basis. CenturyLink will charge for the construction through nonrecurring charges, as described in this Construction Charges Section. When CLEC orders the same or substantially similar service available to CenturyLink End User Customers, nothing in this Section shall be interpreted to authorize CenturyLink to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a CenturyLink End User Customer. The actual cost of the requested construction will be determined in the same manner as the actual cost of construction that is requested by a CenturyLink retail end user under the special construction process. If CenturyLink agrees to construct a Network Element that satisfies the description of a UNE contained in this agreement, that Network Element shall be deemed a UNE. The request process for UNE construction is sometimes referred to as "Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction" or "CRUNEC".

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9.19.1 To initiate the construction of additional UNE facilities, CLEC must submit a request by contacting the CenturyLink Service Manager.

9.19.2 The Records Quote Prep Fee (RQPF) is a non recurring charge assessed before a preliminary review of records is completed. This fee is required to provide a high level overview of the cost of construction. The resulting quote should be used to assess the feasibility of CLEC in using the UNE construction process. The estimate provided via RQPF process is based on records only and will not be binding. A credit for the RQPF will be applied to the cost of the CQPF (described in 9.19.3 below).

9.19.3 The Construction Quote Prep Fee (CQPF) is a non-recurring charge assessed prior to preparing the UNE construction quote. This fee is required to provide a specific quote for the cost of construction. The resulting quote will reflect the amount the CLEC will pay should CLEC agree to pursue construction. CLEC may choose this option after receipt of an RQPF, or may opt to pay for the CQPF at any time after receiving notification that facilities are not available to complete the service request. A credit for the CQPF will be applied to the cost of construction if CLEC accepts the quoted UNE construction price.

9.19.4 CenturyLink retains the CQPF if the CLEC chooses not to proceed with the construction. At any point after remitting the payment for the UNE construction quote, if CLEC decides to discontinue the construction, CenturyLink will refund the CQPF payment, excluding expenditures already incurred for the work completed (Engineered, Furnished and Installed (EF&I)) on the requested UNE. CenturyLink will provide a brief description of the work completed.

9.19.5 For purposes of this Section 9.19, EF&I is defined as:

Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders

Furnished material cost

Installation labor costs to complete the work order

9.19.6 Rates for UNE construction are contained in Section 9.19 of Exhibit A.

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9.21 Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service when CLEC obtains switching as a Network Element pursuant to a separate written agreement. Line Splitting uses the frequency range above the voice band on a single Loop for the advanced data service. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. A Splitter must be inserted into the Loop in order to accommodate the establishment of the advanced data service. The Splitter separates the voice and data

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traffic and allows the Loop to be used for simultaneous DLEC data transmission and CLEC-provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The Customer of Record (the voice service provider) will order the insertion of a Splitter. CenturyLink is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a Splitter installed in the CenturyLink Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC's voice service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given Line Splitting arrangement.

9.21.2.1.5 The Customer of Record will be able to request conditioning of the Loop portion of the Line Splitting arrangement. CenturyLink will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 Splitters may be installed in CenturyLink Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation arrangements set forth in the Collocation Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that CenturyLink is not required to inventory more than two (2) points of termination. For Line Splitting, CenturyLink shall use the same number of Cross Connections and the same number of tie pairs as it uses for other split services provided under this Agreement.

9.21.2.1.7 Intentionally Left Blank.

9.21.2.1.8 Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.3 Rate Elements

The following Line Splitting rate elements are contained in Exhibit A of this Agreement.

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9.21.3.1 Recurring Rates for Line Splitting.

9.21.3.1.1 Interconnection Tie Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one (1) for voice/data. See Section 9.1 of Exhibit A.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Loop. See Section 9.4.4 of Exhibit A.

9.21.3.2 Non-recurring Rates for Line Splitting

9.21.3.2.1 Basic Installation Charge for Line Splitting – A non-recurring charge for each Line Splitting arrangement installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with Line Splitting. A non-recurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service.

9.21.3.3 Non-recurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble Isolation will be applied in accordance with the Access to OSS – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of Record may request CenturyLink to perform additional testing, and CenturyLink may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A, Section 9.20.4.

9.21.3.4 Rates for Splitter Collocation are included in Section 8.1.20 of Exhibit A of this Agreement.

9.21.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

9.21.4 Ordering Process

9.21.4.1 Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Loop.

9.21.4.1.2 The Customer of Record will provide on the LSR, the

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appropriate frame terminations that are dedicated to Splitters. CenturyLink will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a CenturyLink technician "lifts" the Loop from its current termination in a CenturyLink Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of Record shall not place orders for Line Splitting until all work necessary to provision Line Splitting in a given CenturyLink Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.21.4.1.5 If the voice service is disconnected on a Line Splitting arrangement, the Line Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

9.21.4.1.6 The Customer of Record (the voice service provider) shall submit the appropriate LSRs associated with establishing Line Splitting.

9.21.5 Billing

9.21.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.21.5.2 CenturyLink shall bill the Customer of Record for all recurring and non-recurring Line Splitting rate elements.

9.21.6 Repair and Maintenance

9.21.6.1 CenturyLink will allow CLEC/DLEC to access Line Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.21.6.2 The Customer of Record will be responsible for reporting to CenturyLink voice service troubles provided over Line Splitting. CenturyLink will be responsible to repair troubles on the physical line between Network Interface Devices at the Customer premises and the Demarcation Point in CenturyLink Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Splitting. CenturyLink, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.21.6.3 Intentionally Left Blank.

9.21.6.4 When Splitters are installed in CenturyLink Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC/DLEC will leave one (1) unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

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9.21.6.5 When Splitters are installed in CenturyLink Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 CenturyLink, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of Record" is defined for purposes of this section as the CLEC providing the voice service. CenturyLink will bill the Customer of Record for Line Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.21.7.3 The Customer of Record shall hold CenturyLink harmless with regard to any harm to Customer of Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices through the Customer of Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of CenturyLink.

9.22 Intentionally Left Blank

9.23 Combinations

9.23.1 UNE Combinations General Terms

9.23.1.1 CenturyLink shall provide CLEC with non-discriminatory access to Combinations of Unbundled Network Elements, including but not limited to Enhanced Extended Link (EEL), according to the following terms and conditions.

9.23.1.2 CenturyLink will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this Section are not exclusive. CenturyLink will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. CenturyLink shall not require CLEC to access any UNE Combinations in conjunction with any other service or

element unless specified in this Agreement or as required for Technical Feasibility reasons. CenturyLink shall not place any use restrictions or other limiting conditions on UNE Combination(s) accessed by CLEC except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements CenturyLink is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and CenturyLink agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, the Special Request Process or the Bona Fide Request process, CLEC may identify and request that CenturyLink furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission

9.23.1.2.2 In addition to the UNE Combinations provided by CenturyLink to CLEC hereunder, CenturyLink shall permit CLEC to combine any UNE provided by CenturyLink with another UNE provided by CenturyLink or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. See Section 24 regarding Commingling.

9.23.1.2.3 Where a CLEC has been denied access to a Loop as a UNE, CLEC may connect a similar bandwidth alternative service that it secures in lieu of that UNE to a transport UNE that it has secured from CenturyLink. See Section 24 regarding Commingling.

9.23.1.3 When ordered as Combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network Elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, CenturyLink will combine for CLEC UNEs that are ordinarily combined in CenturyLink's network, provided that facilities are available. If facilities are not available, Section 9.1.2.1 shall apply.

9.23.1.5 When ordered in combination, CenturyLink will combine for CLEC UNEs that are not ordinarily combined in CenturyLink's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with CenturyLink's network; and

9.23.1.5.3 Would not impair CenturyLink's use of its network.

9.23.1.6 When ordered in combination, CenturyLink will combine CLEC UNEs

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with CenturyLink UNEs, provided that facilities are available (if not, see Section 9.1.2.1) and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides CenturyLink access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with CenturyLink's network; and

9.23.1.6.4 Would not impair CenturyLink's use of its network.

9.23.2 UNE Combinations Description and General Terms

9.23.2 UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and Loop Mux Combinations. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. CenturyLink will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement. If CenturyLink develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.

9.23.3 Additional UNE Combinations General Terms

9.23.3.1 CenturyLink shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination CenturyLink provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by CenturyLink will be provided in "substantially the same time and manner" to that which CenturyLink provides to itself. In those situations where CenturyLink does not provide access to UNE Combinations itself, CenturyLink will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs CenturyLink currently combines in its network CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that CenturyLink does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.3 If CLEC is obtaining services from CenturyLink under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

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9.23.3.4 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have CenturyLink provision the other elements before all elements are available

9.23.3.5 Regarding Number Portability see Section 10.2.1.1.

9.23.4 Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs

When a UNE circuit is commingled with a non-UNE circuit, the rates, terms and conditions of the ICA will apply to the UNE circuit (including the Commission jurisdiction) and the non-UNE circuit will be governed by the rates, terms and conditions of the appropriate Tariff.

EEL – EEL consists of a combination of an Unbundled Loop and unbundled Dedicated Transport (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those Unbundled Network Elements. Such an EEL is a UNE Combination.

Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a loop-transport Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)

High Capacity EEL – "High Capacity EEL" is a loop-transport Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as "DS1 EEL" or "DS3 EEL," depending on capacity level.

9.23.4.1 Service Eligibility Criteria for High Capacity EELs

The Service Eligibility Criteria set forth in Section 9.23.4.1.2 apply to High Capacity EELs. The Service Eligibility Criteria apply to all conversions of a special access circuit to a High Capacity EEL and obtaining a new High Capacity EEL. These Service Eligibility Criteria do not apply for access to other UNEs (e.g., voice-grade Loops, stand alone High Capacity Loops or voice grade EELs).

9.23.4.1.1 Except as otherwise provided in Section 9.23.4.1.2, CenturyLink shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

9.23.4.1.2 CenturyLink need not provide access to (1) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an

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unbundled DS3 Loop or a DS3 channel termination service, unless CLEC certifies pursuant to Section 9.23.4.2 that all of the following criteria ("Service Eligibility Criteria") are met:

9.23.4.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

9.23.4.1.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

9.23.4.1.2.2.1 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. The origination and termination of local voice traffic should not include a toll charge and should not require dialing special digits beyond those normally required for a local voice call.

9.23.4.1.2.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 circuit has at least twenty-eight (28) local telephone numbers assigned to it.

9.23.4.1.2.2.3 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit. CLEC may satisfy the number and 911/E911 criteria to initiate the ordering process for a new High Capacity EEL circuit by certifying that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

9.23.4.1.2.2.4 Collocation. CLEC will provide the associated Connecting Facility Assignment ("CFA"), as provided in Section 9.23.6.1.4. In addition:

9.23.4.1.2.2.4.1 Collocation. Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at CenturyLink's Premises within the same LATA as the End User Customer's premises, when CenturyLink is not the collocator, and is located at a third party's premises within the same LATA as the End User Customer's premises, when CenturyLink is the collocator.

9.23.4.1.2.2.4.1.2 Collocation must be within CenturyLink's network and cannot be at an Interexchange Carrier points of presence (POP) or ISP POP. However, CLEC can satisfy this prong through reverse Collocation. This includes the installation of CenturyLink equipment at

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the premises of CLEC or any other entity not affiliated with CenturyLink, regardless of whether CenturyLink has a cage. Any non-CenturyLink Collocation arrangement, including indirect Collocation, pursuant to Section 251(c)(6) meets this test.

9.23.4.1.2.2.5 Each High Capacity EEL circuit must be served by an Interconnection trunk in the same LATA as the End User Customer premises served by the High Capacity EEL, and that for every 24 DS1 EELs or the equivalent, CLEC must maintain at least one active DS1 Interconnection trunk for the exchange of local voice traffic.

9.23.4.1.2.2.5.1 An Interconnection trunk meets the requirements of this Section if the CLEC will transmit the Calling Party Number or Charge Number, as described in Section7.3.8, in connection with calls exchanged over the trunk. As a safeguard against gaming, if CLEC strips off the Calling Party Number or modifies the Charge Number on calls exchanged over the Interconnection trunk, that trunk shall not be counted towards meeting the trunk/EEL ratio.

9.23.4.1.2.2.5.2 One-way inbound Interconnection trunks are not excluded. CLEC may choose to purchase a two-way trunk, or may purchase a one-way trunk and arrange for CenturyLink to purchase a one-way trunk in the opposite direction. If, however, CLEC does not arrange for a meaningful exchange of traffic, which must include hand-offs of local voice calls that flow in both directions, those arrangements cannot be attributed toward satisfaction of this Service Eligibility Criterion.

9.23.4.1.2.2.5.3 CLEC is not required to associate the individual High Capacity EEL Collocation termination point with a local Interconnection trunk in the same Wire Center. The High Capacity EEL and the Interconnection trunk may terminate in different Wire Centers.

9.23.4.1.2.2.6 Local Switching. Each circuit to be provided to each End User Customer will be served by a Switch capable of switching local voice traffic.

9.23.4.1.2.2.7 If circumstances change so that the circuit no longer meets the Service Eligibility Criteria, see Section 9.1.13.5.1

9.23.4.2 CLEC Self-Certification for High Capacity EELs

9.23.4.2.1 CLEC shall provide its self-certification through a letter sent to CenturyLink, or in another form to which the Parties mutually agree in writing. This certification letter will be sent to CenturyLink prior to ordering or converting the first individual High Capacity Loop in combination, or Commingled, with a CenturyLink-provided High Capacity transport facility or service under this

Agreement. This certification will be updated only when a substantive change to the information in CLEC's self-certification letter impacts compliance with the Service Eligibility Criteria.

9.23.4.2.1.1 In its self-certification letter, CLEC must certify that the Switching equipment is either registered in the LERG as a Class 5 or that it can Switch local voice traffic.

9.23.4.2.1.2 CLEC may satisfy the numbering and 911/E911 criteria to initiate the ordering process for a new EEL circuit by certifying in its letter that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

9.23.4.2.1.3 CenturyLink will provide unimpeded access to High Capacity EELs based upon self-certification, subject to later verification based upon cause. To the extent that CenturyLink seeks to challenge CLEC's self-certification of any High Capacity EEL, CenturyLink shall follow the auditing provisions of Section 9.23.4.3. CenturyLink may not withhold the facility in question while the challenge is pending.

9.23.4.3 CenturyLink Service Eligibility Audits for High Capacity EELs

9.23.4.3.1 Service Eligibility Audits. CenturyLink may perform limited audits ("Service Eligibility Audits") only to the extent reasonably necessary to determine CLEC's compliance with the Service Eligibility Criteria set forth in Section 9.23.4.1. Notwithstanding any other provision of this Agreement, Service Eligibility Audits shall be performed in accordance with the following guidelines:

9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, CenturyLink may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2.

9.23.4.3.1.1.1 CenturyLink shall provide at least thirty (30) Days written notice to CLEC before commencing a Service Eligibility Audit. At the same time that CenturyLink provides notice of a Service Eligibility Audit to CLEC under this paragraph, CenturyLink shall send a copy of the notice to the Federal Communications Commission.

9.23.4.3.1.2 The Parties shall make reasonable efforts to cooperate with each other and the independent auditor during any Service Eligibility Audit. CLEC will maintain appropriate documentation to support the certification described in Section 9.23.4.2.1. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.4.3.1.3 Independent Auditor. An independent auditor shall perform any Service Eligibility Audits. CenturyLink shall obtain and pay for the independent auditor, except as described in Section 9.23.4.3.1.3.4.

9.23.4.3.1.3.1 To the extent that the Parties dispute the definition of an "independent" auditor and whether a given party satisfies the test for independence, the appropriate forum for this determination is the Commission.

9.23.4.3.1.3.2 The independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise. This requires the independent auditor to perform an examination engagement and issue an opinion regarding CLEC's compliance with the Service Eligibility Criteria. The concept of materiality governs the audit. The independent auditor will conclude whether CLEC complied in all material respects with the applicable Service Eligibility Criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

9.23.4.3.1.3.3 If, based upon the audit, CenturyLink challenges CLEC's compliance with the Service Eligibility Criteria, CenturyLink shall provide a copy of the auditor's report to CLEC within thirty (30) Days from the date of CenturyLink's receipt of the report from the auditor. If the Parties disagree as to the findings or conclusions of the auditor's report, the Parties will follow the Dispute resolution procedures Section 5.18 of this Agreement.

9.23.4.3.1.3.4 To the extent the independent auditor's report finds that CLEC failed to comply in all material respects with the Service Eligibility Criteria and CLEC does not successfully dispute this finding, CLEC must reimburse CenturyLink for the cost of the independent auditor.

9.23.4.3.1.3.5 To the extent the independent auditor's report finds that CLEC complied in material respects with the Service Eligibility Criteria, CenturyLink must reimburse CLEC for CLEC's costs associated with the audit, including staff time and other appropriate costs for responding to the audit (e.g., collecting data in response to auditor's inquiries, meeting for interviews, etc.).

9.23.4.3.1.4 CenturyLink shall not require CLEC to submit to a Service Eligibility Audit prior to Provisioning High Capacity EELs. CenturyLink shall not conduct a Service Eligibility Audit with respect to CLEC, on more than an annual basis, unless the Service Eligibility Audit finds that CLEC failed to comply in all material respects. For purposes of calculating and applying an "annual basis," "annual basis" shall mean a consecutive 12-month period, beginning with CenturyLink's written notice pursuant to Section 9.23.4.3.1.1.1 that an audit will be performed. If a Service Eligibility Audit finds non-compliance, CenturyLink may conduct another Service Eligibility Audit (but no more than one in each quarter). If any subsequent Service Eligibility Audit does not find that CLEC complied

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in all material respects, then CenturyLink shall not exercise its Service Eligibility Audit rights for the remainder of the 12-month period.

9.23.4.3.1.5 To the extent the independent auditor's report finds that CLEC failed to comply in all material respects with the Service Eligibility Criteria and CLEC does not successfully dispute this finding, CLEC must true-up any difference in payments paid to CenturyLink and the rates and charges CLEC would have owed CenturyLink beginning from the date the non-compliant circuit was established as a UNE or UNE Combination when in fact it was non-complaint, but no earlier than the date on which this Agreement is effective; convert all non-compliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

9.23.4.3.1.5.1 CLEC shall submit orders to CenturyLink to either convert all non-compliant circuits to the equivalent or substantially similar wholesale service or disconnect non-compliant circuits within thirty (30) Days of the date on which the CLEC receives a copy of the auditor's report, and CLEC shall begin paying the trued-up and correct rates for each converted circuit beginning with the next Billing cycle following CenturyLink's acceptance of such order, except as described in Section 9.23.4.3.1.5.1.1.

9.23.4.3.1.5.1.1 If CLEC disputes the auditor's finding and initiates a proceeding with the Commission for resolution of the Dispute, in accordance with the Dispute resolution provision of this Agreement (see Section 5.18), no changes shall be made until after a determination is made in the Dispute.

9.23.4.4 Additional Terms for EELs

9.23.4.4.1 EELs may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, EELs may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

9.23.4.4.2 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to CenturyLink for installation in the Wire Center.

9.23.4.4.3 Installation intervals for EELs are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that CenturyLink will maintain on the following web-site address: http://www.CenturyLink.com/carrier/guides/sig/index.html

9.23.4.4.4 Concentration capability installation intervals will be offered at an ICB.

9.23.4.4.5 EEL is available only where existing facilities are available, but if they are not available at a location in CenturyLink's network, CenturyLink will follow the requirements in Section 9.1.2.1 and, when deciding whether or not to

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construct new facilities to provision a new EEL, Section 9.19.

9.23.4.4.6 Upon request CenturyLink will perform rearrangements as described in Sections 9.23.4.4.6.1 and 9.23.4.4.6.2 below.

9.23.4.4.6.1 The non-recurring charge ("NRC") in Exhibit A for rearrangements will apply for the following conversion-as-specified requests: (1) Roll an existing private line circuit from an existing private line multiplexed facility to a different existing EEL multiplexed facility and convert the private line circuit to EEL; (2) Re-terminate an existing multiplexed private line circuit from one slot to another at the same CLEC's Collocation Alternate Point of Termination (APOT) and convert the multiplexed private line circuit to a multiplexed EEL facility; and (3) Redesign an existing point-to-point private line circuit to ride a different existing multiplexed EEL facility or commingle with an existing private line multiplexed facility; and convert the private line circuit to an EEL Loop. For (1), (2),and (3) in this Section, all work must be performed in the same CenturyLink Wire Center and the End User Customer's address will not change.

9.23.4.4.6.2 The NRC in Exhibit A for rearrangements will apply when rearranging service on an existing EEL for the following rearrangement requests: (1) move an EEL Loop from one slot to a different slot on the same Multiplexed EEL; (2) re-terminate an EEL from one slot to a different slot at CLEC's Collocation APOT; and (3) Roll an EEL Loop from one multiplexed EEL to a different multiplexed EEL in the same CenturyLink Wire Center; (4) Redesign an existing DS1 EEL, eliminating the DS1 transport, and re-terminate the DS1 EEL Loop to ride a DS3 multiplexed facility. The DS3 multiplexer must be located in the same CenturyLink Wire Center that serves the End User Customer's address. For (1), (2), (3) and (4) in this Section, all work must be performed in the same CenturyLink Wire Center and the End User Customer's address will not change.

9.23.4.5 Ordering Process for EELs

9.23.4.5.1 CLEC will submit orders for EELs using the LSR process. Submission of LSRs is described in Section 12.

9.23.4.5.1.1 Intentionally Left Blank

9.23.4.5.1.2 CenturyLink shall not require CLEC to provide the local telephone number assignment; evidence of 911/E911 capability; the "A" and "Z" location of the LIS trunks; or the "26 code" (which is the alphanumeric code designated by CenturyLink for the LIS trunk group) in the ordering process.

9.23.4.5.2 CenturyLink will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.23.4.5.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

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9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs. CenturyLink may require two (2) service requests when CLEC orders Multiplexed EELs (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.

9.23.4.5.4.1 Regarding conversion of EELs to Commingled EELs, see also Sections 9.1.13-9.1.15.

9.23.4.5.5 CLEC may request an Out of Hours Coordinated Installation outside of CenturyLink's normal installation hours pursuant to the terms described in Section 9.2.4.10.

9.23.4.5.6 For expedited orders, see Section 12.2.1.2.

9.23.4.6 Rate Elements for EELs

9.23.4.6.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1 and DS3 bandwidths. The recurring and nonrecurring rates in Exhibit A apply.

9.23.4.6.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between CenturyLink Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. The recurring rates in Exhibit A apply.

9.23.4.6.3 EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. The recurring and nonrecurring rates in Exhibit A apply.

9.23.4.6.3.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.23.4.6.3.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with

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installation of the multiplexing service, including low side channelization of all 28 channels.

9.23.4.6.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.4.6.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

9.23.4.6.6 Billing for EELs

9.23.4.6.6.1 For Commingled EELs, if CenturyLink relates the components of the Commingled EEL for itself, CenturyLink will relate the components of the Commingled EEL for CLEC for billing purposes, including bill validation. If CenturyLink separately tracks the special access component of EELs from other special access products for itself, CenturyLink will use that information to assist in relating the components of the Commingled EEL for CLEC for billing and bill validation purposes. The Parties will work together to address billing issues and to prevent adverse impacts to the End User Customer. For Commingling, see Section 24.

9.23.4.6.7 For Out of Hours Coordinated Installations rate elements, see Section 9.2.3.7.

9.23.4.6.8 A rearrangement nonrecurring charge ("NRC") as described in Exhibit A applies to each rearrangement described in Section 9.23.4.4.6.

9.23.4.7 Maintenance and Repair for UNE Component for Point-to-Point Commingled EELs.

9.23.4.7.1 For trouble screening, isolation and testing for both circuit IDs associated with a Point-to-Point Commingled EEL, see Section 12.4.1. For a description of "Point-to-Point," see Section 9.23.4.4.1.

9.23.4.7.2 For trouble reporting, for both circuit IDs associated with a Point-to-Point Commingled EEL, see Section 12.4.2.2.

9.23.4.7.3 CenturyLink recognizes CLEC does not always have the ability to isolate trouble to one of the two circuit IDs associated with a Point-to-Point Commingled EEL.

9.23.4.7.3.1 If CLEC isolates trouble to one of the two circuit IDs associated with a Point-to-Point Commingled EEL, CLEC will submit a Trouble Ticket to CenturyLink for that circuit ID. If CLEC submits a single Trouble Ticket pursuant to this Section 9.23.4.7.3.1, CLEC need not cross-reference the other circuit ID associated with the Point-to-Point Commingled EEL.

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9.23.4.7.3.2 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, CLEC may open two Trouble Tickets (one for each circuit ID associated with the Point-to-Point Commingled EEL) consecutively (if trouble is reported electronically) or within one telephone call (if trouble is reported manually through the support centers). CenturyLink will assign trouble report tracking numbers for each circuit ID as described in Section 12.1.3.3.3.1.1.

9.23.4.7.3.2.1 When CLEC reports trouble electronically using the GUI interface, CenturyLink will provide CLEC notice containing assigned trouble report tracking numbers by email when CLEC provides an email address for such notices (or other process mutually agreed upon in writing). The trouble report tracking numbers will be posted to the electronic interface gateways (Electronic Bonding and GUI) consistent with Section 12.4.2. If CLEC opens two Trouble Tickets as described in Section 9.23.4.7.3.2, CLEC will indicate in the remarks field that the circuit ID is associated with a Commingled EEL. After receiving the assigned trouble report tracking numbers from CenturyLink, CLEC will edit the information for each Trouble Ticket with the trouble report tracking number associated with the other circuit ID (*i.e.*, CLEC will cross reference them) using the applicable field or function of the electronic interface gateways. The electronic interface gateways will notify CenturyLink of the cross-reference information.

9.23.4.7.3.2.2 When CLEC reports trouble manually through the support centers, CenturyLink when opening the trouble reports will include the assigned trouble report tracking number for the other circuit ID in the history function for each of the two trouble reports (*i.e.*, CenturyLink will cross-reference them).

9.23.4.7.3.3 If CLEC submits two Trouble Tickets as described in Section 9.23.4.7.3.2, CenturyLink will test and work both trouble reports simultaneously.

9.23.4.7.3.4 The time for quality service measurement will start and end with the opening and closing of each trouble report associated with the specific circuit ID. When the CLEC has opened two consecutive and immediate Trouble Tickets, one on each circuit ID of the Point-to-Point Commingled EEL, the total repair commitment time will not be increased as a result. The total repair commitment time for the Point-to-Point Commingled EEL shall not exceed the repair commitment time for the longer of the applicable individual Trouble Ticket commitment times.

9.23.4.7.3.4.1 If the repair commitment time for a UNE is 4 hours and the repair commitment time for a special access/private line service is 4 hours, the repair commitment time for the Point-to-Point Commingled EEL will be 4 hours. If one of the commitment times that applies to the separate trouble reports for the Point-to-Point Commingled EEL is longer, the longer commitment time will apply.

9.23.4.7.3.4.2 When submitting the trouble reports electronically, delay on the part of CLEC in submitting the second trouble report (beyond the time normally needed to submit two consecutive trouble reports) may

result in a repair commitment time that is lengthened by a corresponding amount of time. The repair commitment time will not be lengthened if the delay is on CenturyLink's part (*e.g.*, delay in, or a CenturyLink failure, to provide a timely trouble report tracking number as described in Sections 9.23.4.7.3.2.1 and 12.1.3.3.3.1.1).

9.23.4.7.3.4.3 CenturyLink will track each trouble report individually within the CenturyLink repair systems, and each trouble report will carry its own unique information (*e.g.*, opening time, closing time, testing results). CenturyLink will maintain in the log of each trouble report the cross-reference information described in Section 9.23.4.7.3.2, which will be available to CenturyLink's technicians working on the repair. CenturyLink will use the testing information from one trouble report as needed to repair the trouble for the other trouble report, and vice versa.

9.23.4.7.5 If CenturyLink dispatches and no trouble is found in the CenturyLink network as to either circuit ID associated with the Point-to-Point Commingled EEL, CenturyLink may charge only one Maintenance of Service or Trouble Isolation Charge for the Point-to-Point Commingled EEL.

9.23.4.7.5.1 CenturyLink will repair the trouble if the trouble is in the CenturyLink network. No Maintenance of Service or Trouble Isolation Charge will apply if the trouble is in the CenturyLink network (as to one or both circuit IDs).

9.23.4.7.6 CenturyLink will assign and provide disposition codes as described in Section 12.4.4.

9.23.4.7.7 The Parties will work together to address repair issues and to prevent adverse impacts to End User Customer(s).

9.23.5 General UNE Combinations Rates and Charges

9.23.5.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and non-recurring application.

9.23.5.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE are contained in Exhibit A.

9.23.5.1.2 Nonrecurring charges, if any, will apply based upon the cost to CenturyLink of Provisioning the UNE Combination consistent with Section 252(d) of the Act and providing access to the UNE Combination and will be compliant with Existing Rules. These nonrecurring charges, if any, are described in Exhibit A.

9.23.5.1.3 If CLEC elects to use the SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination, unless CenturyLink negotiates with CLEC that the particular SR request would

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require different recurring rates. Any disputes regarding different rates other than in Exhibit A would follow the dispute resolution process outlined in Section 5.18. While any such rate dispute is pending, CenturyLink shall make the different UNE Combination available at recurring rates for the UNE Combination that are no greater than the total of the recurring rates in Exhibit A in that combination, and those recurring rates will be Interim Rates.

9.23.6 UNE Combinations Ordering Process

9.23.6.1 Ordering processes are contained in Section 12 of this Agreement. The following is a high-level description of the ordering process for UNE Combinations:

9.23.6.1.1 Step 1: Complete product questionnaire with account team representative. See Section 3.

9.23.6.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative. See Section 21.

9.23.6.1.3 Step 3: Allow 2-3 weeks from CenturyLink's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the CenturyLink Billing system.

9.23.6.1.4 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate. CLEC will provide the Connecting Facility Assignment (CFA) associated with each circuit pursuant to either Local Service Ordering Guidelines (LSOG) or, Access Service Ordering Guidelines (ASOG). Submission of LSRs and ASRs is addressed in Section 12.

9.23.6.2 Service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and CenturyLink can separately agree to Due Dates other than the interval.

9.23.6.3 Due Date intervals are established when CenturyLink receives a complete and accurate LSR or ASR made through the IMA, XML or QORA interfaces or through facsimile. For EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.6.4 Intentionally Left Blank.

9.23.6.5 When CenturyLink's End User Customer or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, CenturyLink will render its closing bill to its End User Customer effective with the disconnection. If CenturyLink is not the local service provider, CenturyLink will issue a bill to CLEC for that portion of the service provided to CLEC, a New Service Provider, or CLEC request

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service be discontinued to the End User Customer. CenturyLink will notify CLEC OSS via interface or other agreed upon processes when an End User Customer moves to another service provider. (For Loss and Completion reports, see Section 12.) CenturyLink shall not provide CLEC or CenturyLink retail operations or personnel with the name of the other service provider selected by the End User Customer.

9.23.6.6 For UNE Combinations, CLEC shall provide CenturyLink and CenturyLink shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.7 Billing

9.23.7.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.23.8 UNE Combinations Maintenance and Repair

9.23.8.1 CenturyLink will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair CenturyLink facilities or equipment, other than by connection or disconnection to any interface between CenturyLink and the End User Customer, without the written consent of CenturyLink.

9.23.9 Loop-Mux Combination (LMC)

9.23.9.1 Description

9.23.9.1.1 Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) combined with a DS1 or DS3 multiplexed facility with no interoffice transport. The multiplexed facility is provided as an Interconnection Tie Pair (ITP) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same CenturyLink Wire Center.

9.23.9.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

9.23.9.1.3 CenturyLink offers the LMC as a Billing conversion or as new Provisioning.

9.23.9.2 Terms and Conditions

9.23.9.2.1 A UNE Extended Enhanced Loop (EEL) may be combined with the multiplexed facility.

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9.23.9.2.2 LMC will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.

9.23.9.2.3 The DS1 or DS3 multiplexed facility must terminate in a Collocation.

9.23.9.2.4 Intentionally Left Blank

9.23.9.2.5 The multiplexer and the Collocation must be located in the same CenturyLink Wire Center.

9.23.9.2.6 Rearrangements may be requested for work to be performed by CenturyLink on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.

9.23.9.3 Rate Elements

9.23.9.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the Serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply and are contained in section 9.23.6 of Exhibit A.

9.23.9.3.2 LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.

9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 24 channels.

9.23.9.3.3 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in

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Exhibit A.

9.23.9.3.4 Nonrecurring charges for Billing conversions to LMC are set forth in Exhibit A.

9.23.9.3.5 A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by CenturyLink on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.

9.23.9.3.6 Out of Hours Project Coordinated Installations For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit, CLEC will incur additional charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Section 9 of Exhibit A.

9.23.9.4 **Ordering Process**

9.23.9.4.1 Ordering processes for LMC(s) are contained below and in Section 12 of this Agreement. CenturyLink will document its ordering processes in CenturyLink's Product Catalog (PCAT). The following is a high-level description of the ordering process:

9.23.9.4.1.1 Step 1: Complete product questionnaire for LMC(s) with account team representative.

9.23.9.4.1.2 Step 2: Obtain Billing account number (BAN) through account team representative.

9.23.9.4.1.3 Step 3: Allow two (2) to three (3) weeks from CenturyLink's receipt of a completed questionnaire for accurate loading of LMC rates to the CenturyLink Billing system.

9.23.9.4.1.4 Step 4: After account team notification, place LMC orders via an LSR.

9.23.9.4.2 Intentionally Left Blank

9.23.9.4.3 Service intervals for LMC(s) are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and CenturyLink can separately agree to Due Dates other than the interval.

9.23.9.4.4 Due date intervals are established when CenturyLink receives a complete and accurate LSR made through the IMA and XML interfaces or through facsimile. For LMC, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas

Day.

9.23.9.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC with installation work performed by CenturyLink outside of CenturyLink's standard installation hours. For purposes of this Section, CenturyLink's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.

9.23.9.4.5.1 Intentionally Left Blank

9.23.9.4.5.2 To request out of hours Project Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours Project Coordinated Installation in the "remarks" section of the LSR.

9.23.9.5 Billing

9.23.9.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.23.9.6 Maintenance and Repair

9.23.9.6.1 CenturyLink will maintain facilities and equipment for LMC provided under this Agreement. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair CenturyLink facilities or equipment, other than by connection or disconnection to any interface between CenturyLink and the End User Customer, without the prior written consent of CenturyLink.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to CenturyLink.

9.24.1.1 With regard to CenturyLink current requirement that Loop Splitting be offered over an existing Unbundled Loop, CenturyLink acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a

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process is developed for Loop Splitting over a new Loop, CenturyLink will negotiate an amendment to this Agreement at CLEC's request to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for other Loop Splitting applications must be submitted through the Special Request Process (SRP).

9.24.2 Loop Splitting General Terms

9.24.2.1 General

9.24.2.1.1 CenturyLink is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the CenturyLink Wire Center that serves the End User Customer. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. CenturyLink will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS Splitters may be installed in CenturyLink Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, CenturyLink shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

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9.24.3 Loop Splitting Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs. See Section 9.1 of Exhibit A.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop. See Section 9.4.4 of Exhibit A.

9.24.3.2 Non-recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A non-recurring charge for Loop Splitting installed will apply.

9.24.3.3 Non-recurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble Isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of record may request CenturyLink to perform additional testing, and CenturyLink may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

9.24.4 Loop Splitting Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in Section 12. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate

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frame terminations that are dedicated to POTS Splitters. CenturyLink will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a CenturyLink technician "lifts" the Loop from its current termination in a CenturyLink Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given CenturyLink Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.24.5.2 CenturyLink shall bill the Customer of record for all recurring and non-recurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 CenturyLink will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to CenturyLink service troubles provided over Loop Splitting. CenturyLink will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the Demarcation Point in CenturyLink Wire Centers. CenturyLink, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.24.6.3 CenturyLink, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on CenturyLink's web site.

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9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of record" is defined for the purposes of this Section 9.24 as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of Sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.24.7.3 The Customer of record shall hold CenturyLink harmless with regard to any harm Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other Person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow Person to access the records of the Customer of record unless such access and security devices through the Customer of record were wrongfully obtained by such Person through the willful or negligent behavior of CenturyLink.

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SECTION 10.0 - ANCILLARY SERVICES

10.1 Reserved for Future Use

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as 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.

10.2.1.2 CenturyLink uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper Switch destination. The actual routing of the call with either the dialed number, for calls to non-ported numbers, or the LRN, for calls to ported numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 CenturyLink will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 CenturyLink will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled

Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with CenturyLink for the return of the CenturyLink Unbundled Loop coincident with the transfer of the Customer's service to CenturyLink in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with CenturyLink's Unbundled Loop offering, CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that there are situations in which LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port or provision of its Loop, and needs to delay or cancel the Port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions. In the event that some, but not all, ports complete successfully (for a partial or complete failure), CLEC may request either that only those telephone numbers that failed the Port be reworked by the Parties or that all the telephone numbers be reworked.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. CenturyLink will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 23 of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g., 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable Switches that have direct trunks to the end office associated with the portable NXX.

10.2.2.8 Each Party shall offer number portability to Customers for any portion of an existing DID block without being required to port the entire block of DID numbers at no additional charge. Each Party shall permit Customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from CenturyLink, CenturyLink shall ensure that the LIDB entry for that number is de-provisioned if the CenturyLink LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP Switch request process established by the Parties and in compliance with industry guidelines.

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10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. CenturyLink will port numbers previously reserved by the Customer via the appropriate retail Tariffs until these reservations expire. CenturyLink will no longer reserve numbers for End User Customers.

10.2.2.14 Limits on Subscriber Relocation. CenturyLink and CLEC agree that a Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

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10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 23.

10.2.4 Database and Query Services

10.2.4.1 CenturyLink shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where CenturyLink is unable to perform its own query. CenturyLink query services and charges are defined in FCC Tariff #1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service applications). CLEC shall charge CenturyLink for default LNP queries at a reciprocal rate.

10.2.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to Route the call to any other Switch. Prior to the first number in a NXX being ported via LNP at the request of CLEC, CenturyLink may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that CenturyLink queries shall not adversely affect the quality of service to CLEC's Customers or End User Customers as compared to the service CenturyLink provides its own Customers and End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting numbers from one Carrier to another so as to limit service outage for the ported subscriber. Each Party shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated Number Portability forms. CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (Mountain Time) are considered the next business day. The following service intervals have been established for Local Number Portability:

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-10	3 business days (includes FOC 24 hr interval)
	11-50	4 business days (includes FOC 24 hr interval)
	51 or more	ICB
Complex (PBX Trunks, ISDN, Centrex	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	ICB

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.4 of this Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when CenturyLink or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-though cut is outside CenturyLink's normal business hours for LNP, CenturyLink will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, CenturyLink allows CLEC to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have CenturyLink personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 10.2.5.4.

10.2.5.3.1 CenturyLink will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and Switch translations associated with the End User Customer's telephone number will not be removed, nor will CenturyLink disconnect the Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. mountain time on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to CenturyLink as soon as possible but in no event later than 12:00 p.m. mountain time the next business day after the Due Date to CenturyLink's Interconnect Service Center in

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the manner set forth below. For a late notification properly submitted, CenturyLink agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. (local time) of the next business day following the new Due Date or, in the case of cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling CenturyLink's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 **CLEC requested LNP Managed Cut:** A CLEC requested Managed Cut permits CLEC to select a project Managed Cut for its LNP request. Managed Cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the Managed Cut requires up-front planning and may need to be coordinated between CenturyLink and CLEC. All requests will be processed on a first come, first served basis and are subject to CenturyLink's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, CenturyLink will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, the standard intervals in Section 10.2.5.2 will apply.

10.2.5.4.2 CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur charges for the CLEC requested Managed Cut dependent upon the FDT. The rates are based upon whether the request is within CenturyLink's normal business hours or out of hours. CenturyLink's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. The rate for CLEC requested Managed Cuts during normal business hours is the standard rate. The rate for CLEC requested Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for CLEC requested Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. If the time to perform the CLEC requested Managed Cut is extended due to a CenturyLink error, CenturyLink will not charge CLEC for the additional time. Exhibit A of this Agreement contains the rates for Managed Cuts. CLEC understands and agrees that in the event CLEC does not make payment for CLEC requested Managed Cuts, unless disputed as permitted under Sections 5.4 and 21 of the Agreement, CenturyLink may choose not to accept any new LSR requests for Managed Cuts.

10.2.5.4.5 CenturyLink will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be

charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one Person three (3) hour minimum charge. If the cut is cancelled due to a CenturyLink error or a new Due Date is requested by CenturyLink, within twenty-four (24) hours of the negotiated FDT, CenturyLink may be charged by CLEC one Person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and CenturyLink agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoral of CenturyLink service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to CenturyLink. If CenturyLink is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 CenturyLink shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CenturyLink Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.5.5 **CenturyLink Requested LNP Managed Cut:** A CenturyLink Requested Managed Cut permits CenturyLink to select a project Managed Cut for its LNP request.

10.2.5.5.1 The date and time for the Managed Cut requires up-front planning and may need to be coordinated between CenturyLink and CLEC. All requests will be processed on a first come, first served basis and are subject to CLEC's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other Carriers requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, CLEC will coordinate with CenturyLink for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, the standard intervals in Section 10.2.5.2 will apply.

10.2.5.5.2 CenturyLink shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.5.3 CenturyLink will incur charges for the CenturyLink requested Managed Cut dependent upon the FDT. The rates are based upon whether the request is within CenturyLink's normal business hours or out of hours. CenturyLink's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. The rate for CenturyLink requested Managed Cuts during normal business hours is the standard rate. The rate for CenturyLink requested Managed Cuts out of

hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.5.4 Charges for CenturyLink requested Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. If the time to perform the Managed Cut is extended due to CLEC error, CLEC will not charge CenturyLink for the additional time. Exhibit A of this Agreement contains the rates for Managed Cuts. CenturyLink understands and agrees that in the event CenturyLink does not make payment for CenturyLink requested Managed Cuts, unless disputed as permitted under Sections 5.4 and 21 of the Agreement, CLEC may choose not to accept any new LSR requests for Managed Cuts.

10.2.5.5.5 CLEC will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CenturyLink. CenturyLink will also have appropriate personnel scheduled for the negotiated FDT. If CenturyLink's information is modified during the cut, and, as a result, non-scheduled employees are required, CenturyLink shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CenturyLink will be charged a one Person three (3) hour minimum charge. If the cut is cancelled due to a CLEC error or a new Due Date is requested by CLEC, within twenty-four (24) hours of the negotiated FDT, CLEC may be charged by CenturyLink one Person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.5.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and CenturyLink agree to isolate and fix the problem in a timeframe acceptable to CenturyLink or the Customer. If the problem cannot be corrected within an acceptable timeframe to CenturyLink or the Customer, CenturyLink may request the restoral of CLEC service for the ported Customer. Such restoration shall begin immediately upon request. If CenturyLink is in error then a supplemental order shall be provided to CLEC. If CLEC is in error, no supplemental order or additional order will be required of CenturyLink.

10.2.5.5.7 CLEC shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CLEC Loop (not leased from CenturyLink) will not be disconnected prior to confirmation that the CenturyLink Loop has been successfully installed.

10.2.5.6 **CenturyLink Initiated LNP Managed Cut:** A CenturyLink Initiated Managed Cut occurs when a number is ported from CenturyLink to CLEC and one of the following situations applies: (1) the 10-digit unconditional trigger or Line Side Attribute (LSA) cannot be set; (2) the CLEC port request for an account exceeds 2000 Telephone Numbers (TNs); or (3) the CLEC port request for an account exceeds 200 trunks.

10.2.5.6.1 A CenturyLink Initiated Managed Cut will occur during normal business hours. CenturyLink's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. If CLEC requests a FDT that is outside the normal

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business hours, the term, conditions and prices of the LNP Managed Cut in Section 10.2.5.4.3 will apply.

10.2.5.6.2 There is no charge to CLEC for a CenturyLink Initiated Managed Cut.

10.2.5.6.3 CenturyLink shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CenturyLink Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.5.7 **CLEC Initiated LNP Managed Cut:** A CLEC Initiated Managed Cut occurs when a number is ported from CLEC to CenturyLink and one of the following situations applies: (1) the 10-digit unconditional trigger or Line Side Attribute (LSA) cannot be set; (2) the CLEC port request for an account exceeds 2000 Telephone Numbers (TNs); or (3) the CLEC port request for an account exceeds 200 trunks.

10.2.5.7.1 A CLEC Initiated Managed Cut will occur during normal business hours. Normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. If CenturyLink requests a (FDT) that is outside the normal business hours; the terms, conditions and prices of the LNP Managed Cut in section 10.2.5.5.3 will apply.

10.2.5.7.2 There is no charge to CenturyLink for a CLEC Initiated Managed Cut.

10.2.5.7.3 CLEC shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CLEC Loop (not leased from CenturyLink) will not be disconnected prior to confirmation that the CenturyLink Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective End User Customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 CenturyLink will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the CenturyLink network, CenturyLink will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.3.1 If a telephone number has been inadvertently disconnected in the CenturyLink Switch prior to the Port being activated by CLEC on the Due Date or the next business day after the Due Date, CenturyLink shall take expeditious action to restore the Switch translations and the ten (10) digit unconditional trigger for the End User Customer's telephone number. For LSRs involving residential service (i.e., 1FR) LNP-only (i.e., LNP with a CLEC-provided Loop), CenturyLink shall restore the Switch translations and the ten (10) digit unconditional trigger within four (4) business hours of notification by CLEC when such notification is received on the Due Date or prior to the end of the next business day after the Due Date.

10.2.6.4 CenturyLink will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from CenturyLink Customers to CLEC Customers with ported numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 CenturyLink will comply with FCC and Commission rules on cost recovery for long term number portability.

10.2.8 Intentionally Left Blank.

10.2.9 Intentionally Left Blank.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the local service provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to Route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to Route the call.

10.3.2 Terms and Conditions

10.3.2.1 CenturyLink will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that CenturyLink provides to its End User Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that CenturyLink provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where CenturyLink has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 CenturyLink shall conform to all State regulations concerning emergency services.

10.3.2.4 CenturyLink shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 CenturyLink will provide CLEC with the identification of the CenturyLink 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 CenturyLink will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which CenturyLink provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by CenturyLink with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 Service to the county. All relations between such third party and CLEC are separate from this Agreement and CenturyLink makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and CenturyLink will negotiate the specific provisions necessary for providing 911 Service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC is responsible to collect and remit to the State, End User Customer taxes for 911 Service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of CenturyLink for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 Services. All costs incurred by the Parties for 911/E911 Services shall be billed to the appropriate PSAP.

10.3.2.14 CenturyLink's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 Services related to the public health, safety and

welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in CenturyLink's E911 Database will be indicated via written notice to the appropriate 911 authority (State agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 CenturyLink's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CenturyLink, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. CenturyLink shall provide CLEC access to the Master Street and Address Guide at a level of accuracy and reliability that is equivalent to the access CenturyLink provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 CenturyLink will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that CenturyLink maintains for CenturyLink's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with CenturyLink's database provider for the input and validation of End User Customer data into the CenturyLink Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to CenturyLink's agent for the CenturyLink ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. CenturyLink will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to CenturyLink's database provider for CenturyLink's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 911 Jurisdictions standard format, as specified by CenturyLink.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to CenturyLink's database provider for CenturyLink's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 CenturyLink's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA

standard, NENA-02-011 Section 22B.1-2, for CenturyLink records where CenturyLink is the Donor Company as defined in the NENA standard. The CenturyLink E911 database administrator will compare CLEC's (i.e., Recipient Company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the Recipient Company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. CenturyLink's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

10.3.5 E911 Database Updates and Routing for Resale

10.3.5.1 For resold services, CenturyLink, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for CenturyLink's End User Customers. For resold accounts, CLEC shall provide CenturyLink with accurate End User Customer location information for the purpose of inclusion in the ALI/DMS database. CenturyLink shall update and maintain End User Customer information in the ALI/DMS database.

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

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and CenturyLink's database provider in a format supplied by CenturyLink. The reports shall be forwarded to CLEC by CenturyLink's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by CenturyLink and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for

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inclusion in the E911 Database.

10.3.6.4 CenturyLink and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact CenturyLink for error resolution. For errors referred to CenturyLink, CenturyLink will provide the corrections in a non-discriminatory manner. If CenturyLink is unable to resolve the error, CenturyLink will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, CenturyLink shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by CenturyLink, such trunks will be provided on a non-discriminatory basis. CenturyLink shall provide special protection identification for CLEC 911 circuits in the same manner as CenturyLink provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each CenturyLink 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 Services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When CenturyLink facilities are available, CenturyLink will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, CenturyLink shall make that alternate routing available to CLEC

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 CenturyLink shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. CenturyLink must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. CenturyLink will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. CenturyLink repair service includes testing and diagnostic service from a remote location, dispatch of or in-Person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without

delay. CLEC is responsible for advising CenturyLink of the circuit identification 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 network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, CenturyLink agrees to take corrective action using the same trunking service procedures used for CenturyLink's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, CenturyLink shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what CenturyLink provides itself.

10.3.7.5 For a Reseller CLEC, CenturyLink shall provide CLEC with access to the same 911 trunks used for CenturyLink's retail End User Customers which extend from the CenturyLink End Office Switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a CenturyLink telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, CenturyLink shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the End User Customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the End User Customer record by CLEC.

10.3.9 PS/ALI Service

10.3.9.1 During the term of this Agreement, CLEC will not order Private Switch/Automatic Location Identification (PS/ALI) Service from CenturyLink without first entering into an amendment or executing an Advice Adoption Letter, if applicable, to do so.

10.3.9.2 PS/ALI Service provides End User Customers using a private telephone Switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.3 In some situations, the End User Customer purchases PS/ALI from CenturyLink Retail and facilities-based service from CLEC, so the telephone numbers

are working in the CLEC Switch. In such cases, the telephone numbers that are active in the CLEC Switch shall function properly with the CenturyLink PS/ALI service. Therefore, the End User Customer will be able to use those telephone numbers with the CenturyLink Retail PS/ALI.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of CenturyLink placing the names, addresses and telephone numbers of CLEC's End User Customers in CenturyLink's listing database, based on End User Customer information provided to CenturyLink by CLEC. CenturyLink is authorized to use CLEC End User Customer listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard format, by mechanized or by manual transmission to CenturyLink, its primary, premium and privacy listings. CenturyLink will accept one primary listing for each main telephone number belonging to CLEC's End User Customers at no charge.

10.4.2.2 CLEC will be charged for premium (e.g., additional, foreign, cross reference) and privacy (i.e., non-listed and non-published) listings at CenturyLink's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the CenturyLink general exchange Tariffs.

10.4.2.3 Information on submitting and updating listings will be available in a Directory Listings user document hosted on CenturyLink's web site (currently entitled "CenturyLink Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document"). CenturyLink will furnish CLEC the listings format specifications. CenturyLink will provide directory publishing schedules and deadlines to CLEC.

10.4.2.4 If CLEC provides its End User Customer's listings to CenturyLink, CLEC grants CenturyLink access to CLEC's End User Customer listings information for use in its Directory Assistance Service, in its Directory Assistance List Information, and for other lawful purposes, except that CLEC's listings supplied to CenturyLink by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CenturyLink will incorporate CLEC End User Customer listings in the Directory Assistance Database. CenturyLink will incorporate CLEC's End User Customer listings information in all existing and future Directory Assistance applications developed by CenturyLink. Should CenturyLink cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User Customer listings will be treated the same as CenturyLink's End User Customer listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for CenturyLink to sell, make available, or release CLEC's End User Customer listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for CenturyLink to sell, make available, or release CLEC's End User Customer Directory

Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. CenturyLink will not charge CLEC for updating and maintaining CenturyLink's listings databases. CLEC will not receive compensation from CenturyLink for any sale of listings by CenturyLink as provided for under this Agreement.

10.4.2.6 Left Intentionally Blank

10.4.2.7 CenturyLink is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with CLEC orders. To the extent that the option is available to specify that the End User Customer's existing listing(s) be retained upon conversion of an End User Customer account and CLEC so specifies on the LSR, CenturyLink shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in CenturyLink's listings data bases.

10.4.2.8 CenturyLink provides non-discriminatory appearance and integration of white pages listings for all CLEC's and CenturyLink's End User Customers. All requests for white pages Directory Listings, whether CLEC or CenturyLink End User Customers, follow the same processes for entry into the listings database.

10.4.2.9 CenturyLink will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed listings provided that CLEC has supplied CenturyLink the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for CenturyLink End User Customers, and will not be separately classified.

10.4.2.11 CenturyLink processes for publication of white pages Directory Listings will make no distinction between CLEC and CenturyLink subscribers. CLEC listings will be provided with the same accuracy and reliability as CenturyLink's End User Customer listings. CenturyLink will ensure CLEC listings provided to CenturyLink are included in the white pages directory published on CenturyLink's behalf using the same methods and procedures, and under the same terms and conditions, as CenturyLink uses for its own End User Customer listings.

10.4.2.12 CenturyLink shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC End User Customers at Parity with CenturyLink End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that listings provided to CenturyLink are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all listings information provided to CenturyLink, including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.14 Reserved for Future Use.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to State laws or rulings regarding listings and for supplying CenturyLink with the applicable listing

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information.

10.4.2.16 CLEC agrees to provide to CenturyLink its End User Customer names, addresses and telephone numbers in a standard mechanized format, as specified by CenturyLink.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide CenturyLink the means of identifying listings ownership.

10.4.2.18 Prior to placing listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 CenturyLink will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on Directory Assistance. Verification proofs containing non-published and non-listed listings are also available upon request on the same monthly schedule.

10.4.2.20 CenturyLink will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and Directory Assistance.

10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End User Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to CenturyLink);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User Customer information (if End User Customer information provided by CLEC to CenturyLink does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User Customers.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, CenturyLink will provide subscriber lists information gathered in CenturyLink's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or State law or rules, as appropriate. Upon request by CLEC, CenturyLink shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and CenturyLink and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 CenturyLink shall use commercially reasonable efforts to ensure that its retail End User Customer listings provided to CLEC are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. CenturyLink further represents that it shall review all its retail End User Customer listings information provided to CLEC including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.24 CenturyLink represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate (an Affiliate) or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in CenturyLink's listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to CenturyLink's End User Customers.

10.4.2.25 CenturyLink further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the Customer guide pages of the white pages directory, a notice that End User Customers should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 CenturyLink agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the Customer guide pages of the white pages directory for the purpose of notifying Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for Customers with disabilities.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 CenturyLink provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC listings can be submitted for inclusion in CenturyLink white pages directories according to the directions in the CenturyLink Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT, (http//www.CenturyLink.com//wholesale/) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-XML, IMA-GUI, or fax.

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10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory Assistance Service is a telephone number, voice Information Service that CenturyLink provides to its own End User Customers and to other Telecommunications Carriers. CenturyLink provides CLEC non-discriminatory access to CenturyLink's Directory Assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options. CenturyLink reserves the right to adjust the Directory Assistance rates in Exhibit A upon sixty (60) Days notice.

10.5.1.1.1 Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in CenturyLink's then current Directory Assistance Database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's End User Customers to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's End User Customers to receive listings from CenturyLink's Local Directory Assistance Database and from the database of the National Directory Assistance Services vendor selected by CenturyLink. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service – Allows CLEC's End User Customers to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Call Branding is an optional service available to CLEC.

a) Front End Brand -- Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.

b) Back End Brand -- Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.

c) There is a non-recurring charge to load CLEC's branded message in each Switch.

d) CenturyLink will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's End User Customers' calls to be returned to CLEC for completion on CLEC's network, where

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available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to CenturyLink's Directory Listings for subscribers within CenturyLink's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Services, it can obtain CenturyLink Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- CenturyLink shall provide CLEC non-discriminatory access to CenturyLink's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 CenturyLink will provide CLEC non-discriminatory access to CenturyLink's Directory Assistance Databases, Directory Assistance centers and personnel to provide Directory Assistance Service.

10.5.2.2 CenturyLink's Directory Assistance Database contains only those published and non-listed telephone number listings obtained by CenturyLink from its own End User Customers and other Telecommunications Carriers.

10.5.2.3 CenturyLink will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from CenturyLink or provide them itself. These operator service trunks will be connected directly to a CenturyLink Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 CenturyLink will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all CenturyLink End User Customers. CenturyLink will provide the same priority of handling for CLEC's End User Customer calls to CenturyLink's Directory Assistance Service as it provides for its own End User Customer calls. Calls to CenturyLink's Directory Assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or CenturyLink End User Customers.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the CenturyLink Directory Assistance Databases on a per dip basis, CenturyLink will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A Reseller CLECs' End User Customers may use the same dialing pattern to access Directory Assistance Services as used by CenturyLink's End User Customers (e.g., 411, 1+411, NPA+555-1212 or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its End User Customers dial a unique number or use the same dialing pattern as CenturyLink End User Customers to access CenturyLink Directory Assistance operators.

10.5.2.10 CenturyLink will timely enter into its Directory Assistance Database updates of CLEC's listings. CenturyLink will implement quality assurance procedures such as random testing for listing accuracy. CenturyLink will identify itself to end users calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that end users have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive audit of CenturyLink's use of CLEC's Directory Assistance Listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance Listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of CenturyLink's use of CLEC's Directory Assistance Listings in CenturyLink's Directory Assistance Services. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance Listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 CenturyLink shall use CLEC's Directory Assistance Listings supplied to CenturyLink by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for providing Directory Assistance List Information to Directory Assistance providers, and for other lawful purposes, except that CLEC's Directory Assistance Listings supplied to CenturyLink by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Services and rates are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A non-recurring charge to load CLEC's brand in each Switch is also applicable. Such non-recurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

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10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "CenturyLink Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's CenturyLink account manager.

10.5.5 Billing

10.5.5.1 CenturyLink will track and bill CLEC for the number of calls placed to CenturyLink's Directory Assistance Service by CLEC's End User Customers as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services Switch. An End User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. CenturyLink will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 If CenturyLink provides timely and complete call records pursuant to Section 21.1.2, Call Completion Link will be charged at the per call rate when the End User Customer completes the required action (e.g., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all End User Customers of CenturyLink and other LECs that are contained in CenturyLink's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's End User Customers. No prior authorization from CLEC shall be required for CenturyLink to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. In the case of End User Customers who have non-published listings, CenturyLink shall provide the End User Customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the listing to CLEC; however, CenturyLink will not provide the non-published telephone number.

10.6.1.2 CenturyLink will provide Directory Assistance List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. CenturyLink will provide all changes, additions or deletions to the Directory Assistance List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 Directory Assistance List Information shall specify whether the CenturyLink subscriber is a residential, business, or government subscriber, and the listings of other Carriers will specify such information where it has been provided on the Carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of Directory Assistance List Information from CenturyLink's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 CenturyLink and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 CenturyLink grants to CLEC, as a competing provider of Telephone Exchange Service and telephone toll service, access to the Directory Assistance List Information Option 1) solely for the purpose of providing Directory Assistance Services, or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that listings included in CenturyLink's Directory Assistance List information and marked as non-published or non-listed listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CLEC will advise CenturyLink when it orders CenturyLink's Directory Assistance List Information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service End User Customer or the name and/or address of the telephone service End User Customer for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of Telephone Exchange Service or telephone toll service, this access grant automatically terminates

10.6.2.1.1 CenturyLink shall make commercially reasonable efforts to ensure that listings belonging to CenturyLink retail end users provided to CLEC in CenturyLink's Directory Assistance List Information are accurate and complete. All third party Directory Assistance List Information is provided AS IS, WITH ALL FAULTS. CenturyLink further represents that it shall review all of its end user listings information provided to CLEC, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance Database daily updates of the Directory Assistance List Information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to end users calling its Directory Assistance Service either by company name or operating company number so that end users have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

10.6.2.4 CenturyLink shall retain all right, title, interest and ownership in and to the Directory Assistance Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of CenturyLink's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to CenturyLink's Telecommunications Services is Confidential and Proprietary Information and shall not be disclosed to any third party.

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10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the Directory Assistance List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of CenturyLink's Directory Assistance List Information at least equal to the measures it takes to protect its own Confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to CenturyLink's Directory Assistance List Information when contained in any database.

10.6.2.5.1 Unauthorized use of CenturyLink's Directory Assistance List information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the Directory Assistance list, subscribes to CenturyLink's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute resolution provisions of this Agreement.

10.6.2.6 Within five (5) Days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all Directory Assistance List Information which it has in its possession or control, (b) extract and expunge any and all copies of such Directory Assistance List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to CenturyLink from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' Directory Assistance List Information contained in CenturyLink's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the Directory Assistance List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by CenturyLink.

10.6.2.8 Audits -- In accordance with Section 18, CenturyLink may request a comprehensive audit of CLEC's use of the Directory Assistance List Information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the Requesting Party) may perform up to two (2) Audits per 12 month period commencing with the Effective Date of this Agreement. CenturyLink shall be entitled to "seed" or specially code some or all of the Directory Assistance List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 CLEC recognizes that certain Carriers who have provided Directory Assistance List Information that is included in CenturyLink's database may be third party

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beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.

10.6.2.10 CenturyLink will provide a non-discriminatory process and procedure for contacting End User Customers with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in CenturyLink's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance and purchases CenturyLink's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the CenturyLink Directory Assistance List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the CenturyLink Directory Assistance List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting Directory Assistance List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the Directory Assistance List Information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial Directory Assistance List Information load or update files for CenturyLink's Local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, CLEC may order the initial Directory Assistance List Information load or update files by CenturyLink White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist End User Customers in completing EAS/local and long distance calls. CenturyLink provides non-discriminatory access to CenturyLink operator service centers, services and

personnel. CenturyLink reserves the right to adjust the Toll and assistance operator services rates in Exhibit A upon sixty (60) Days notice.

10.7.1.1.1 Local Assistance. Assists CLEC End User Customers requesting help or information on placing or completing EAS/local calls, connects CLEC End User Customers to home NPA Directory Assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with CenturyLink's customary practice for providing End User Customer assistance.

10.7.1.1.2 IntraLATA Toll Assistance. CenturyLink will direct CLEC's End User Customer to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate CenturyLink to provide any toll services to CLEC or CLEC's End User Customers.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC End User Customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing CenturyLink with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to CenturyLink's Operator Services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the CenturyLink Operator Services host Switch. The second connection point is an operator services trunk connected directly to a remote CenturyLink Operator Services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow CenturyLink guidelines.

10.7.2.3 In order for CLEC to use CenturyLink's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's end office and the Interconnection point on the CenturyLink operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the

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Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/IntraLATA trunks) to the CenturyLink BLV/BLI hub or to the CenturyLink Operator Services Switches.

10.7.2.7 CenturyLink will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its End User Customers. CenturyLink will respond to CLEC's End User Customer calls to CenturyLink's operator services according to the same priority scheme as it responds to CenturyLink's End User Customer calls. Calls to CenturyLink's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or CenturyLink End User Customers.

10.7.2.8 CenturyLink will provide operator services to CLEC where Technically Feasible and facilities are available. CenturyLink may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User Customers, and to the extent it does so, CenturyLink will provide forty five (45) Days advance written notice to CLEC of such changes.

10.7.2.9 CenturyLink shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its End User Customers to the locations where CenturyLink provides the Operator Services and to provide all information and data needed or reasonably requested by CenturyLink in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's End User Customer at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, CenturyLink will provide Call Branding to CLEC where Technically Feasible.

a) Front End Brand – Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. CenturyLink will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a non-recurring charge to load CLEC's branded message in each Switch.

10.7.2.13 CLEC's End User Customers may dial "0" or "0+" to access CenturyLink operator services. A facility-based CLEC may choose to have its End User Customers access CenturyLink operators by dialing a unique number or by using the same dialing pattern as CenturyLink End User Customers.

10.7.3 Rate Elements

CenturyLink toll and assistance operator services are offered under two (2) pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and non-recurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the End User Customer entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special Billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed Person to Person call regardless of the Billing used by the End User Customer.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to Directory Assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that the End User Customer makes contact with the location, telephone number, Person or extension designated by the End User Customer.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all

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calls originating from its End User Customers and facilities that are Routed to CenturyLink's operator for handling. Work second charging begins when the CenturyLink operator position connects with CLEC's End User Customer and terminates when the connection between the CenturyLink operator position and CLEC's End User Customer is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the End User Customer enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional End User Customer key actions, recording of End User Customer voice, etc.

10.7.3.3 Call Branding Non-recurring Charge. CenturyLink will charge to CLEC a non-recurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such non-recurring charges prior to commencement of the service. The non-recurring set-up and recording charge will apply each time the CLEC's brand message is changed. The non-recurring charge to load the Switches with the CLEC's branded message will be assessed each time there is any change to the Switch.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the "CenturyLink Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated CenturyLink account manager.

10.7.5 Billing

10.7.5.1 CenturyLink will track usage and bill CLEC for the calls placed by CLEC's End User Customers and facilities.

10.7.5.2 CenturyLink will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). CenturyLink will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, CenturyLink does not have available the necessary information to compile an accurate Billing statement, CenturyLink may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. CenturyLink shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, CenturyLink will provide CLEC with access to available Pole Attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

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10.8.1.1.1 The term Pole Attachment means any attachment by CLEC to a pole owned or controlled by CenturyLink.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, CenturyLink will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in CenturyLink immediately upon installation; ownership of such innerduct shall vest to CenturyLink if and when CLEC abandons such innerduct.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit Building. Within a multi-unit Building, duct and conduit may traverse Building entrance facilities, Building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or Building riser. The terms duct and conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a one and one-fourth (1¼)-inch innerduct.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, CenturyLink will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by CenturyLink and may run under, on, above, across, along or through public or private property or enter multi-unit Buildings.

10.8.1.3.1 ROW means access to private property owned or controlled by CenturyLink, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit CenturyLink to place Telecommunications facilities on real property; such property owner may permit CenturyLink to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit Buildings. Within a multi-unit Building, a ROW includes a pathway that is actually used or has been specifically designated for use by CenturyLink as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to CenturyLink through express or implied agreements, or through Applicable Rules as defined in this Agreement.

10.8.2 Terms and Conditions

CenturyLink shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised CenturyLink Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. CenturyLink will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and rights of way. CenturyLink shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, CenturyLink agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by CenturyLink, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 CenturyLink will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to CenturyLink facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. CenturyLink agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a Bona Fide Request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel CenturyLink to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 CenturyLink retains the right to determine the availability of space on poles/duct/innerduct, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event CenturyLink determines that rearrangement of the existing facilities on poles, innerduct, duct/conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order (Make-Ready fee). When modifications to a CenturyLink spare duct/conduit include the placement of innerduct, CenturyLink or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 CenturyLink shall make manhole ingress and egress for duct/innerduct

access available to CLEC. CenturyLink will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by CenturyLink or CLEC at the option of CLEC.

10.8.2.9 Access to a CenturyLink Central Office manhole will be permitted where Technically Feasible. If space is available, CenturyLink will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and Technical Feasibility of splicing in the Central Office Manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests CenturyLink to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay CenturyLink the total actual replacement cost, CenturyLink's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to CenturyLink.

10.8.2.10.1 Upon request, CenturyLink shall permit CLEC to install poles/duct/innerduct. CenturyLink reserves the right to reject any non-conforming replacement Pole/duct/conduit installed by CLEC that do not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including CenturyLink or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, CenturyLink or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher

will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. CenturyLink shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of CenturyLink and at CenturyLink's expense shall be provided to CLEC at least sixty (60) Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) Days) Days after receipt of written notice from CenturyLink requesting rearrangement, CenturyLink may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at CenturyLink's expense.

10.8.2.12 CenturyLink reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse CenturyLink for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by CenturyLink has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by CenturyLink in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. CenturyLink may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, CenturyLink shall perform or have performed such corrections and CLEC shall pay CenturyLink the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by CenturyLink.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, CenturyLink may perform a reasonable number of inspections. CenturyLink shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse CenturyLink the costs of inspections and re-inspections, as required. CLEC's representative may accompany CenturyLink on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final

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construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as CenturyLink's workers. CLEC may use any contractor approved by CenturyLink to perform Make-Ready Work.

10.8.2.18 If CenturyLink terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) Days, or cause CenturyLink to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to CenturyLink's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which CenturyLink conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to CenturyLink or its predecessor.

10.8.2.19 CenturyLink may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to CLEC. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1) continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from CenturyLink at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) Day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as CenturyLink, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. CLEC shall in a timely manner comply with all requests from CenturyLink to bring its facilities into

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compliance with these terms and conditions.

10.8.2.21 Should CenturyLink under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any Order, CenturyLink will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/ duct/innerduct shall be made until all outstanding charges due CenturyLink for previous occupancy have been paid in full. CLEC shall advise CenturyLink in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, CenturyLink, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five times the annual fee per pole per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments. CenturyLink shall waive the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D), within thirty (30) Days of written notification from CenturyLink of the unauthorized attachment; and (2) the unauthorized attachment did not require CenturyLink to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC, (3) CLEC reimburses CenturyLink for cost of audit, or portion thereof, which discovered the unauthorized attachment. CenturyLink shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by CenturyLink rather than by CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from CenturyLink of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by CenturyLink within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or CenturyLink may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by CenturyLink with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by CenturyLink of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 CenturyLink will provide CLEC non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict

between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require CenturyLink to exercise eminent domain on behalf of CLEC.

10.8.2.26 Upon CLEC request, CenturyLink will certify to a landowner with whom CenturyLink has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with CenturyLink does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and CenturyLink if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether CenturyLink has ownership or control over duct/conduit or ROW within a specific multi-dwelling unit, if CLEC requests a copy of an agreement between CenturyLink and the owner of a specific multi-dwelling unit that grants CenturyLink access to the multi-dwelling unit, CenturyLink will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multi-unit dwelling or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, CenturyLink will prepare and return an MDU information matrix, within ten (10) Days, which will identify (a) the owner of the multi-dwelling unit as reflected in CenturyLink's records, and (b) whether or not CenturyLink has a copy of an agreement that provides CenturyLink access to the multi-dwelling unit in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 CenturyLink grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.27.3 and the Consent to Disclosure form. CenturyLink will provide to CLEC a copy of an agreement listed in the MDU information matrix that has not been publicly recorded pursuant to the following options:

10.8.2.27.2.1 If the agreement CLEC requests does not contain a confidentiality provision that prevents CenturyLink's disclosure, CenturyLink will provide the agreement to CLEC with proprietary financial terms redacted within ten (10) Days of CLECs request for the agreement.

10.8.2.27.2.2 If the agreement CLEC requests contains a confidentiality provision that prevents CenturyLink's disclosure, CLEC

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may request that CenturyLink attempt to obtain the consent of the property owner to disclosure of the agreement. CLEC shall pay CenturyLink's reasonable costs of obtaining such consent.

10.8.2.27.2.3 In lieu of requesting that CenturyLink obtain the consent of the property owner to disclosure of the agreement, CLEC may elect to obtain authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to CenturyLink an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement.

10.8.2.27.2.4 In lieu of submission of the Consent to Disclosure form referenced in Section 10.8.2.27.2.3, CLEC may elect to comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.27.2.5 In lieu of the options in the preceding subsections of this Section 10.8.2.27.2, CLEC may elect to be bound by the terms and conditions of the Form Protective Agreement set forth in Attachment 5 to Exhibit D of this Agreement.

10.8.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides CenturyLink access to a multi-dwelling unit that CenturyLink provides to CLEC or that CLEC obtains from the multi-dwelling unit owner or operator, CenturyLink shall redact all dollar figures from copies of agreements that have not been publicly recorded that CenturyLink provides to CLEC and shall require that the multi-dwelling unit owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether CenturyLink has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; (c) to determine the Demarcation Point between CenturyLink facilities and the Owner's facilities in the property described in the agreement; (d) to determine the legal description of any property interest of a third-party owner, including any metes and bounds of the property; (e) to determine the term of the agreement; and (f) to determine the parties to the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

10.8.2.27.5 After January 17, 2002, CenturyLink will not enter into new agreements with third party property owners for the provision of Telecommunications services that preclude CenturyLink from disclosing to CLECs the scope of access to duct, conduit or rights-of-way that CenturyLink has been granted by the property owner. Nothing in this Agreement will preclude CenturyLink or the property owner from providing for the confidential treatment and nondisclosure of proprietary financial and marketing information in any such agreement.

10.8.2.28 In cities where CenturyLink has deployed microduct technology but no vacant microduct is available on the specified Route, CLEC may request CenturyLink to place microduct along the desired Route or CLEC can choose to place microduct that must meet reasonable, nondiscriminatory CenturyLink specifications.

10.8.2.29 In cities where CenturyLink has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct at one-half (½) of the rate for innerduct in Exhibit A per microduct placed within the innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and CenturyLink will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

10.8.2.30 If any CLEC microduct is found occupying facilities for which no order was placed and for which CLEC has not paid, CenturyLink, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

10.8.2.30.1 In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit, or applicable portion thereof, required to identify unauthorized CLEC occupancy.

10.8.2.30.2 CenturyLink shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.30.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) Days of written notification from CenturyLink.

10.8.2.30.2.2 The unauthorized occupancy did not require CenturyLink to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.30.2.3 CLEC reimburses CenturyLink for cost of audit, or applicable portion thereof, which discovered the unauthorized occupancy.

10.8.2.30.3 CenturyLink shall waive all of the unauthorized occupancy fee if the unauthorized occupancy arose due to error by CenturyLink rather than CLEC.

10.8.2.30.4 CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from CenturyLink of the unauthorized occupancy, a Poles/Duct/Innerduct/Microduct Application. If such application is not received by CenturyLink within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or CenturyLink may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.3 Rate Elements

CenturyLink fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU matrix, which identifies each requested legal agreement between CenturyLink and a third party who has a multi-unit Building in CenturyLink's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Inquiry Fees also include CenturyLink's reasonable costs of obtaining property owner consent to disclosure of non-recorded agreements with confidentiality provisions as set forth in Section 10.8.2.27.2.1. Separate Inquiry Fees apply for ROW, poles and duct/conduit /innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a Route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and Manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by the CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole Attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. nonrecurring) fee.

10.8.3.7 Microduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, and billed annually per microduct, per foot. When the microduct occupancy fee applies, no innerduct fee applies.

10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW, duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy, CenturyLink will provide CLEC with Exhibit D. CLEC will review the documents and provide CenturyLink with maps of the desired area indicating the Routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on CenturyLink owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multi-unit Buildings upon or through which CLEC proposes construction on ROW owned or controlled by CenturyLink. CLEC will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. CenturyLink will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. CenturyLink will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. CenturyLink shall, upon request of CLEC, provide the ROW matrix, the MDU matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) Days of the request. CenturyLink will provide to CLEC a copy of agreements listed in the matrices that have not been publicly recorded in Exhibit D, Attachment pursuant to the terms in Section 10.8.2.27.2. CenturyLink may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that CenturyLink provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. CenturyLink makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that CenturyLink's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by CenturyLink.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus $10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, CenturyLink will provide, as applicable: depending on whether the request is for poles, duct/innerduct or ROW: (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by CenturyLink. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve CenturyLink; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by CenturyLink not later than forty-five (45) Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of CenturyLink performing same) with the following stipulations: 1) Verifications will be conducted by a CenturyLink approved contractor; 2) A CenturyLink contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide CenturyLink with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) CenturyLink will use the CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, CenturyLink will assign the requested space and commence any Make-Ready work which may be required. CenturyLink will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If CenturyLink requests, CLEC will be responsible for payment

of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, CenturyLink will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if CenturyLink does not possess all such records at the time of the request, then CenturyLink will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of CenturyLink's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, CenturyLink denies the request for poles, ducts or ROW, upon CLEC request, CenturyLink will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or CenturyLink's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

10.8.5 Billing

CLEC agrees to pay the following fees in advance as specified in Attachments 1.A, 1.B, and 2 of Exhibit D: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both CenturyLink and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to

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by the users of the affected poles/duct/innerduct.

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SECTION 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 CenturyLink and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of CenturyLink ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. CenturyLink assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a CenturyLink ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with CenturyLink security and safety procedures and requirements while performing work activities on CenturyLink's Premises.

11.8 CenturyLink will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry

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codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by CenturyLink.

11.9 CenturyLink will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. CenturyLink has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on CenturyLink security policies and guidelines.

11.12 When working on CenturyLink ICDF Frames or in CenturyLink's common or CLEC equipment line-ups, CenturyLink and CLEC employees, agents and vendors agree to adhere to CenturyLink quality and performance standards provided by CenturyLink and as specified in this Agreement.

11.13 CLEC shall report all material losses to CenturyLink Security. All security incidents are to be referred directly to local CenturyLink Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888- 879-7328.

11.14 CenturyLink and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 CenturyLink and CLEC shall ensure adherence by their employees, agents and vendors to all applicable CenturyLink environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 CenturyLink and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to CenturyLink all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the CenturyLink identification/access card.

11.18 CenturyLink and CLEC employees, agents and vendors shall comply with CenturyLink Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in CenturyLink buildings, Wire Centers, or other CenturyLink facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee,

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agent or vendor to denial of unescorted access. CenturyLink shall provide written notice within five (5) Days of a CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) Days to remedy any such violation for which it has received notice from CenturyLink. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action CenturyLink seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the CenturyLink buildings or on the grounds.

11.21 No weapons of any type are allowed on CenturyLink Premises. Vehicles on CenturyLink property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 CenturyLink employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the CenturyLink Premises, CenturyLink equipment or CenturyLink services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to CenturyLink Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a CenturyLink Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute resolution.

11.24 CenturyLink is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a CenturyLink parking area.

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11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification will be asked to vacate the Premises and CenturyLink security may be notified. Continued violations may result in termination of access privileges. CenturyLink shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action CenturyLink seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute resolution.

11.26 Building related problems may be referred to the CenturyLink Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other CenturyLink states)

11.27 CLEC will submit a CenturyLink Collocation Access application form for individuals needing to access CenturyLink facilities. CLEC and CenturyLink will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to CenturyLink Security. If cards or keys cannot be collected, CLEC will immediately notify CenturyLink at 800-210-8169.

11.30 CLEC will assist CenturyLink in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) days a week, twenty-four (24) hours a day.

11.31 CenturyLink and CLEC employees, agents and vendors will notify CenturyLink Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify CenturyLink if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. CenturyLink may deny access to anyone who in the reasonable judgment of CenturyLink threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to CenturyLink Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to CenturyLink Security, who will provide it to the appropriate CenturyLink personnel.

11.34 Revenue Protection. CenturyLink shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not

limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. CenturyLink shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or Operational Support System software.

11.34.3 CenturyLink shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if CenturyLink could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If CenturyLink becomes aware of potential fraud with respect to CLEC's accounts, CenturyLink will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. CenturyLink provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 CenturyLink provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from CenturyLink Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from CenturyLink Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, CenturyLink will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions,

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due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide CenturyLink with a twenty-four (24) hour a Day, seven (7) Days a week contact for processing such requests, should they occur.

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SECTION 12.0 – ACCESS TO OPERATIONAL SUPPORT SYSTEM (OSS)

12.1 General Terms

12.1.1 CenturyLink has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. (CenturyLink and CLEC responsibilities for on-going support of OSS are set forth in Section 12.1.1.1 below.) These gateways act as a mediation or control point between CLEC's and CenturyLink's OSS. These gateways provide security for the interfaces, protecting the integrity of the CenturyLink OSS and databases. This Section describes CenturyLink's OSS interfaces, as well as manual processes, that CenturyLink shall provide to CLEC to support Pre-ordering, Ordering, Provisioning, Maintenance and Repair and Billing. (For additional Billing information, see Section 21.)

12.1.1.1 CenturyLink will continue to make improvements to the electronic OSS interfaces as technology evolves, CenturyLink's legacy systems improve, or CLEC needs require. CenturyLink shall adhere to the provisions of the Change Management Process (CMP) set forth in Section 12.1.6 and Exhibit G.

12.1.2 Nondiscrimination

12.1.2.1 Through its electronic gateways and manual processes, CenturyLink shall provide CLEC non-discriminatory access to CenturyLink's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as Pre-ordering, Ordering and Provisioning of resold services, CenturyLink shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself, its End User Customers, its Affiliates or any other party. For those functions with no retail analogue, such as Pre-ordering and Ordering and Provisioning of Unbundled Elements, CenturyLink shall provide CLEC access to CenturyLink's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. CenturyLink will comply with the standards for access to OSS set forth in Section 20, Exhibit B and Exhibit K. CenturyLink shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. CenturyLink shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.1.2.2 All CenturyLink employees who perform services pursuant to this Agreement or who have any interaction with CLEC and CLEC End User Customers will be trained in non-discriminatory behavior. When discriminatory behavior is identified, CenturyLink shall take appropriate disciplinary action. Nothing in this Section shall limit or alter CLEC's ability to seek additional relief for discriminatory behavior. See also Section 12.1.5 below (Responsibilities Relating to End User Customers).

12.1.3 Documentation, Questions, Escalations, and Disputes

12.1.3.1 CenturyLink shall use its best efforts to provide complete and accurate documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions and CenturyLink's manual processes. As described in this Section 12.1.3, this assistance will include documentation, training, a CenturyLink account team for CLEC, and help desk support.

12.1.3.2 Documented Processes and Information

12.1.3.2.1 CenturyLink shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. CenturyLink shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, as available, CenturyLink shall disclose to CLEC any internal business rules, specifications, test cases, mapping examples and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently and necessary to enable CLEC to design its own systems. CenturyLink will provide information to CLEC in writing. CenturyLink will post such information, including business rules regarding out-of-hours Provisioning, on CenturyLink's web site. If CenturyLink fails to provide such information or provides inaccurate information, CenturyLink will remedy the situation within CenturyLink systems. CenturyLink shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, CenturyLink will identify how its interface differs from national guidelines or standards.

12.1.3.2.2 Additional technical information and details about CenturyLink's OSS shall be provided by CenturyLink to CLEC in training sessions and documentation and support, such as CenturyLink's "Interconnect Mediated Access User's Guide." CenturyLink shall maintain its Interconnect Mediated Access User's Guide on CenturyLink's wholesale web site. CenturyLink shall offer introductory training on procedures that CLEC must use to access CenturyLink's OSS at no cost to CLEC. If CLEC asks CenturyLink personnel to travel to CLEC's location to deliver training, CLEC will pay CenturyLink's reasonable travel related expenses unless the Parties agree otherwise.

12.1.3.2.3 CenturyLink provides output information to CLEC in the form of bills, files, and reports, including:

12.1.3.2.3.1 The CenturyLink Street Address Guide (SAG) provides Address and Serving Central Office Information. CenturyLink will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.2 The CenturyLink Features Availability Matrix (FAM) provides USOCs and descriptions by state (POTS only), and USOC availability by NPA-NXX with the exception of Centrex and provides InterLATA/IntraLATA Carriers by NPA-NXX. CenturyLink will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.3 Bills and Daily Usage Files (DUF), which are described in Section 21.

12.1.3.2.3.4 Loss and completion reports, which are described below in Section 12.3.7.

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12.1.3.2.5 CenturyLink will maintain and update an information database, available to CLEC for the purpose of allowing CLEC to obtain information about CenturyLink's NPAs, LATAs, Access Tandems and Central Offices. This data base will also include CPNI information, NXX activity reports, Switch features, Switch conversions and upgrades, Switch replacements, Switch generic changes, embargo dates, Loop data, usage data, Digital Loop Carrier (DLC) Remote Terminal (RT) equipment cabinets by Distribution Area (DA), outside plant and interoffice facility jobs (at least those greater than $100,000), Universal Digital Carrier (UDC) information, and DA maps. This database (currently known as the ICONN database for most of this information) is available to CLEC via CenturyLink's Web site.

12.1.3.2.5.1 This data (ICONN) is updated in substantially the same time and manner as CenturyLink updates the same data for itself, its End User Customers, its Affiliates or any other party.

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12.1.3.2.7 Intentionally Left Blank.

12.1.3.2.8 All applications and forms that are referred to in this Agreement or are used to implement any of its provisions shall comply with the terms and conditions set forth in this Agreement. Such applications and forms are for administrative purposes only and, notwithstanding any language in an application or form to the contrary, nothing in the applications or forms alters or amends the terms of this Agreement.

12.1.3.3 Points of Contact for Assistance and Hours of Availability

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12.1.3.3.2 Intentionally Left Blank.

12.1.3.3.3 Support Centers/Help Desks: CenturyLink shall also provide support centers (sometimes referred to as "help desks") for CLEC to gain assistance with inquiries and to submit trouble reports.

12.1.3.3.3.1 CenturyLink and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers and representatives involved in the trouble resolution processes.

12.1.3.3.3.1.1 The first time a trouble is reported, CenturyLink will assign a trouble report tracking number. (Depending on the circumstances, such trouble report tickets are sometimes referred to by various names, such as "Trouble Ticket," "Escalation Ticket" or "Chronic Ticket.") CenturyLink will communicate the trouble

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report tracking number (i.e., the "ticket" number) to CLEC at the time the trouble is reported. Closing of trouble reports is addressed in Section 12.4.4 below.

12.1.3.3.3.2 CenturyLink shall offer support center assistance as described below. CenturyLink may also provide additional information on its wholesale web site.

12.1.3.3.3.2.1 Interconnect Service Center Help Desk: CenturyLink will provide Interconnect Service Center (ISC) Help Desks for CLEC to gain assistance in areas involving order submission and manual processes.

12.1.3.3.3.2.2 Systems Help Desk: The CLEC Systems Help Desk (also known as the IT Help Desk) will provide a point of entry for CLEC to gain assistance with systems issues. System issues include those involving connectivity, system availability, and file outputs:

12.1.3.3.3.2.2.1 Connectivity covers trouble with CLEC's access to the CenturyLink system for hardware configuration requirements with relevance to XML and GUI interfaces; software configuration requirements with relevance to XML and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, dedicated web site access, and password verification.

12.1.3.3.3.2.2.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through XML and GUI interfaces. These system errors are limited to: non-design services (e.g., Resale/POTS and UNE POTS), design services and Maintenance and Repair.

12.1.3.3.3.2.2.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to any output files that CenturyLink provides to CLEC via File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or web browser, such as Daily Usage File; Loss/ Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.1.3.3.3.2.2.4 The System Help Desk will be available pursuant to days and hours specified on CenturyLink's wholesale web site.

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12.1.3.3.3.2.2.5 Additional information regarding the Systems/IT Help Desk is set forth in Section 12.0 of Exhibit G to this Agreement.

12.1.3.3.3.2.3 The Maintenance and Repair Support Center will be available pursuant to days and hours specified on CenturyLink's wholesale web site.

12.1.3.3.3.2.3.1 CenturyLink's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, CenturyLink's repair operations center (always available 7X24) can call out technicians or other personnel required for the identified situation.

12.1.3.3.3.2.3.2 The CenturyLink CLEC Coordination Center (QCCC) will be available pursuant to days and hours specified on CenturyLink's wholesale web site.

12.1.3.3.4 OSS Interfaces: CenturyLink will make OSS interfaces available at least as follows:

12.1.3.3.4.1 CenturyLink shall provide electronic interface gateways for submission of LSRs, ASRs, and trouble reports, including both an Electronic Data Interchange (XML) interface and a Graphical User Interface (GUI).

12.1.3.3.4.2 CenturyLink shall provide Facility Based XML and GUI Listing interfaces to enable CLEC listing data to be translated and passed into the CenturyLink listing database. These interfaces are based upon OBF LSOG and ANSI ASC X12 (or mutually agreed upon substitute) standards. CenturyLink shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.1.3.3.4.3 CenturyLink shall make its OSS interfaces available to CLECs during the hours listed in the Gateway Availability PIDs in Exhibit B and referenced in Section 20 and/or Exhibit K.

12.1.3.3.4.4 CenturyLink shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable. Information regarding planned outages and production support is contained in Section 12.0 of Exhibit G.

12.1.3.3.5 Escalations. See also Section 3.3.

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12.1.3.3.5.2 CenturyLink will provide escalation procedures to CLEC. Such procedures will be substantially the same type and quality as

CenturyLink employs for itself, its End User Customers, its Affiliates, or any other party. CenturyLink escalations are manual processes.

12.1.3.3.5.3 CenturyLink repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

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12.1.3.3.5.6 If a trouble report tracking number has been assigned, the same number will be used throughout the process until closure pursuant to Section 12.4.4 (e.g., the ticket will not be closed, and a new ticket with a new number opened, when escalating to other tiers or departments).

12.1.3.3.6 Disputes: If the Parties are unable to resolve issues, the dispute will be resolved in accordance with the procedures set forth in Section 5.18 of this Agreement.

12.1.3.3.7 Billing: For questions, escalations and disputes regarding Connectivity Billing, Recording, and Exchange of Information, see Section 21.

12.1.4 Intentionally Left Blank

12.1.5 Responsibilities Relating to End User Customers

12.1.5.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, trouble reports, Maintenance and Repair, post-sale servicing, Billing, collection and inquiry. CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.1.5.2 CenturyLink will recognize CLEC as the Customer of Record for all services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be CenturyLink's single and sole point of contact for all CLEC End User Customers.

12.1.5.3 CLEC's End User Customers contacting CenturyLink in error will be instructed to contact CLEC; and CenturyLink's End User Customers contacting CLEC in error will be instructed to contact CenturyLink. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service.

12.1.5.4 Specifically with respect to Maintenance and Repair, CLEC and CenturyLink will employ the following procedures with respect to the other Party's End User Customers:

12.1.5.4.1 CLEC and CenturyLink will provide their respective End User Customers with the correct telephone numbers to call for access to their respective Maintenance and Repair bureaus.

12.1.5.4.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of CenturyLink shall be instructed to report all cases of trouble to CenturyLink.

12.1.5.4.3 CLEC and CenturyLink will provide their respective Maintenance and Repair contact numbers to one another on a reciprocal basis and will provide End User Customers with their service provider's name, if available.

12.1.5.4.4 CenturyLink shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, CenturyLink shall use CLEC provided and branded Maintenance and Repair forms. 'CenturyLink may not unreasonably interfere with branding by CLEC.

12.1.5.4.5 This Section shall confer on CenturyLink no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.1.5.4.6 Except as specifically permitted by CLEC, in no event shall CenturyLink provide information to CLEC subscribers about CLEC or CLEC product or services.

12.1.5.4.7 The CenturyLink technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the CenturyLink technician will not initiate any discussion regarding CenturyLink's products and services with CLEC End User Customer and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions other than those related to the CenturyLink technician's gaining access to the premises and performing the work to CLEC. If the CenturyLink Technician has questions or concerns other than those necessary to gain access to premises and perform the work, the CenturyLink technician will discuss with CLEC and not CLEC End User Customer. Notwithstanding the foregoing, if a CLEC End User Customer initiates a discussion with the CenturyLink technician about CenturyLink's products or services and requests such information, nothing in this Agreement prohibits the CenturyLink technician from referring the CLEC End User Customer to the applicable CenturyLink retail office and providing the telephone number and/or web site address for that office to the CLEC End User Customer.

12.1.5.4.8 CLEC's End User Customers contacting CenturyLink in error will be instructed to contact CLEC; and CenturyLink's End User Customers contacting CLEC in error will be instructed to contact CenturyLink. In responding

to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit CenturyLink or CLEC from discussing its products and services with CLEC's or CenturyLink's End User Customers who call the other Party seeking such information.

12.1.5.5 Notwithstanding any other provision of this Agreement, when a CLEC End User Customer experiences an outage or other service affecting condition or Billing problem due to a known CenturyLink error or action, CenturyLink shall not use the situation (including any misdirected call) as a winback opportunity or otherwise to initiate discussion of its products and services with CLEC's End User Customer.

12.1.6 Change Management

12.1.6.1 CenturyLink agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address CenturyLink's OSS, products and processes. The CMP shall include the following: (i) provide a forum for CLEC and CenturyLink to discuss CLEC and CenturyLink change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and CenturyLink to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to CenturyLink's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated CenturyLink processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by CenturyLink that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and CenturyLink and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, CenturyLink will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, introduction of Pre-ordering, Ordering, Provisioning, Maintenance and Repair or Billing processes, discontinuance of Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. CenturyLink will maintain as part of CMP an escalation process so that CMP issues can be escalated to a CenturyLink representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

12.1.6.1.1 In the course of establishing operational ready system interfaces between CenturyLink and CLEC to support local service delivery, CLEC and

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CenturyLink may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and CenturyLink will submit such specifications to the appropriate industry standards committee and will work towards their acceptance as standards.

12.1.6.1.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.1.6.1.3 CenturyLink will maintain the most current version of the CMP Document on its wholesale web site. In CMP, incorporating a change into the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous.

12.1.6.1.4 In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between CenturyLink and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between CenturyLink and CLEC.

12.2 Pre-Ordering, Ordering, and Provisioning

12.2.1 CenturyLink will provide access to Pre-Ordering, Ordering and post-ordering functions, including order status. CLEC will populate the service request (e.g., Local Service Request or Access Service Request) to identify what features, services, or elements it wishes CenturyLink to provision in accordance with this Agreement and, to the extent not inconsistent with this Agreement, CenturyLink's published business rules.

12.2.1.1 CenturyLink shall provide all Provisioning services to CLEC during the same business hours that CenturyLink provisions services for its End User Customers. CenturyLink will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other party. CenturyLink shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.

12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), CenturyLink will grant and process CLEC's expedite request, and expedite charges are not applicable, if CenturyLink does not apply expedite charges to its retail Customers, such as when certain conditions (*e.g.*, fire or flood) are met and the applicable condition is met with respect to CLEC's request for an expedited order.

12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, CenturyLink will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by CenturyLink.

12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.

12.2.2 Service Requests: CenturyLink offers various ordering methods to submit service requests for products and services under this Agreement. Before submitting such requests, the Parties will follow the procedures set forth in Section 3. Electronic access can be accomplished using Dial-up capability using CLEC's local computer, direct connection via a dedicated circuit (e.g., XML or QORA), or web access (e.g., GUI). Products and services may be ordered using Local Service Requests (LSRs), Access Service Requests (ASRs), or other forms, as described below.

12.2.2.1 Local Service Requests: CLEC may choose to submit Local Service Requests (LSRs) manually or electronically, via CenturyLink's Electronic Data Interchange (XML) tool or CenturyLink's web based Graphical User Interface (GUI).

12.2.2.1.1 The interface guidelines for XML are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 (or mutually agreed upon substitute) protocols. Exceptions to the above guidelines/standards shall be specified in the disclosure documentation.

12.2.2.1.2 The GUI shall provide a single interface for Pre-Order, Order and Post-Order transactions from CLEC to CenturyLink and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.2.2 Access Service Requests: Wholesale Interconnection products and services, such as Local Interconnect Services (LIS), Unbundled Dark Fiber (UDF), Unbundled Dedicated Interoffice Transport (UDIT), and private line transport service are ordered using Access Service Request (ASR) forms.

12.2.2.2.1 CLEC may choose to submit ASRs manually or electronically.

12.2.2.2.2 CenturyLink shall provide a GUI and computer-to-computer batch file interface for submission of Access Service Request (ASRs) based upon the OBF Access Service Order Guidelines (ASOG). CenturyLink shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements. The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to CenturyLink and is browser based.

12.2.2.2.2.1 CenturyLink's Online Request application (QORA) will allow CLEC to use a Graphical User Interface (GUI) to electronically submit ASRs as described in Section 12.2.2.2 above.

12.2.2.2.3 Additional terms regarding ASRs are set forth below and, for Interconnection, in Section 7.4 and, for UNEs, in Section 9.

12.2.2.3 Other Requests

12.2.2.3.1 Collocation and Poles, Ducts and Right of Way are not ordered using LSRs or ASRs. Ordering of these products and services is described in Sections 8 and 10, respectively.

12.2.3 Supplements and Canceled Service Requests

12.2.3.1 CLEC may submit a supplement to a LSR or ASR (known as a "supplement" or "supplemental order") that serves as a request to cancel or to add or change an already existing, previously submitted LSR or ASR.

12.2.3.2 There is no charge for CLEC submitting a supplement or cancelling or re-submitting a service request. Nothing in this provision is intended to prohibit CenturyLink from billing OSS-related costs pursuant to Section 12.7 of this Agreement or non-recurring or recurring charges for products or services applicable pursuant to other provisions of this Agreement.

12.2.4 Pre-Ordering Real Time Functions

12.2.4.1 CenturyLink will provide real time, electronic access to pre-order functions to support CLEC's Ordering via the electronic interfaces described herein. CenturyLink will make at least the following real time pre-order functions available to CLEC:

12.2.4.1.1 For LSRs, features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.4.1.2 For LSRs, access to Customer Service Records (CSRs) for End User Customers on CenturyLink's network (e.g., resale or CenturyLink retail Customers). The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.4.1.2.1 CenturyLink will update a CSR, make it available to CLEC, and complete error resolution activities in substantially the same time and manner as CenturyLink does for itself, its Affiliates and its own End User Customers.

12.2.4.1.2.2 If CLEC identifies incorrect information on the CenturyLink CSR, CenturyLink will correct the information in the CSR at CLEC's request.

12.2.4.1.3 For LSRs, Telephone Number (TN) request and selection;

12.2.4.1.4 For LSRs, information regarding whether dispatch is required for service installation and available installation appointments;

12.2.4.1.5 For LSRs, reservation of appointments for service installations requiring the dispatch of a CenturyLink technician on a non-discriminatory basis;

12.2.4.1.6 For LSRs and ASRs, service address verification/validation;

12.2.4.1.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.4.1.7.1 Terms relating to CenturyLink's Loop qualification tools are set forth in Section 9.2.2.8.

12.2.4.1.8 For LSRs, a list of valid available Connecting Facility Assignments (CFAs), including both available and assigned connecting facilities. For ASRs, a list of valid Connecting Facility Assignments (CFAs) between two (2) CLLI codes

12.2.4.1.9 For LSRs, a list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops; and

12.2.4.1.10 Feature availability information.

12.2.5 Intentionally Left Blank.

12.2.6 Intentionally Left Blank.

12.2.7 Order Status Notices

12.2.7.1 Intentionally Left Blank.

12.2.7.2 CenturyLink will provide at least the following order status notices on a non-discriminatory basis:

12.2.7.2.1 When CLEC places an electronic order, CenturyLink will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the CenturyLink Due Date for order completion. Upon completion of the order, CenturyLink will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. CenturyLink supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.7.2.2 When CLEC places a manual order, CenturyLink will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard format. Upon completion of the order, CenturyLink will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. CenturyLink supplies two (2) separate completion notices: 1) service order completion (SOC) which

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notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.7.2.3 Pending Service Order Notification. When CenturyLink issues or changes the CenturyLink service orders associated with the CLEC LSR, CenturyLink will issue a Pending Service Order Notification (PSON) to CLEC. Through the PSON, CenturyLink supplies CLEC with information that appears on the CenturyLink service order, providing at least the data in the service order's Service and Equipment (S&E) and listings sections that CenturyLink provided to requesting CLECs as of IMA Release 13.0.

12.2.7.2.4 Jeopardy Notices

12.2.7.2.4.1 When CLEC places an electronic order, CenturyLink shall provide notification electronically of any instances when (1) CenturyLink's Committed Due Dates are in jeopardy of not being met by CenturyLink on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.2 When CLEC places a manual order, CenturyLink shall provide notification of any instances when (1) CenturyLink's Committed Due Dates are in jeopardy of not being met by CenturyLink on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.3 CLEC may telephone the applicable CenturyLink support centers or use the electronic interfaces to obtain jeopardy status.

12.2.7.2.4.4 A jeopardy caused by CenturyLink will be classified as a CenturyLink jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR). Except as set forth in Section 12.2.7.2.4.4.1, nothing in this Section 12.2.7.2.4.4 modifies the Performance Indicator Definitions (PIDs) set forth in Exhibit B and Attachments 1 and 2 to Exhibit K of this Agreement.

12.2.7.2.4.4.1 There are several types of jeopardies. Two of these types are: (1) CLEC or CLEC End User Customer is not ready or service order is not accepted by the CLEC (when CenturyLink has tested the service to meet all testing requirements.); and (2) End User Customer access was not provided. For these two types of jeopardies, CenturyLink will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a CenturyLink jeopardy exists, CenturyLink attempts to deliver the service, and CenturyLink has not sent an FOC notice to CLEC after the CenturyLink jeopardy occurs but at least the day before CenturyLink attempts to deliver the service. CLEC will nonetheless use its best efforts to accept the service. If needed, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, CenturyLink will issue a CenturyLink Jeopardy notice and a FOC with a new Due Date. If

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CenturyLink delivers and CLEC is able to accept the service on the original delivery date, it will not count as a CenturyLink miss pursuant to CenturyLink's Peformance Assurance Plan.

12.2.7.2.4.4.2 If CLEC establishes to CenturyLink that a jeopardy was not caused by CLEC, CenturyLink will correct the erroneous CNR classification and treat the jeopardy as a CenturyLink jeopardy.

12.2.7.2.5 Intentionally Left Blank.

12.2.7.2.6 Fatal Rejection Notices

12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request, except as provided in Section 12.2.7.2.6.2.

12.2.7.2.6.2 If CenturyLink rejects a service request in error, CenturyLink will resume processing the service request as soon as CenturyLink knows of the error. At CLEC's direction, CenturyLink will place the service request back into normal processing, without requiring a supplemental order from CLEC and will issue a subsequent FOC to CLEC.

12.2.8 Additional Status Information

12.2.8.1 In addition to the order status notices identified above which are sent to CLEC, CLEC may view those notices electronically via GUI, if CLEC submitted the LSR electronically. In addition to the order status notices identified above which are sent to CLEC, CLEC may view an individual order status electronically via GUI, if CLEC submitted the ASR electronically

12.2.9 Design Layout Record

12.2.9.1 CenturyLink will provide Design Layout Records (DLR) in a non-discriminatory manner.

12.2.9.2 Design Layout Record (DLR) provides the layout for the local portion of a circuit at a particular location where applicable. CenturyLink shall provide real time, electronic access to DLR query functions to CLEC through the pre-order menu.

12.3 Ordering, Provisioning and Installation

12.3.1 Demarcation Point.

12.3.1.1 If CLEC requires information identifying the Demarcation Point to complete installation, CenturyLink will provide to CLEC information identifying the location of the Demarcation Point (e.g., accurate binding post or Building terminal binding post information). If CenturyLink is unable to provide such information, the Demarcation Point is not tagged, and CLEC has dispatched personnel to find the Demarcation Point and is unable to locate it, CenturyLink will dispatch a

technician and tag the line or circuit at the Demarcation Point at no charge to CLEC, if CLEC informs CenturyLink within 30 Days of service order completion.

12.3.2 Intentionally Left Blank

12.3.3 Unbundled Loop Elements. (Provisioning options for Unbundled Loop elements are set forth in Section 9.2.2.9.)

12.3.4 Intentionally Left Blank.

12.3.5 Reuse of Facilities/Loop Reclamation

12.3.5.1 For migration/conversion activity, CenturyLink will reuse facilities to the extent those facilities are technically compatible with the service to be provided for the migration/conversion activity (i.e., not "new" activity). Regarding Loop facilities, see also Section 9.2.2.15.

12.3.6 Intentionally Left Blank.

12.3.7 Loss and Completion Reports

12.3.7.1 CenturyLink will notify CLEC by Operational Support System interface or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. As part of such processes, CenturyLink will provide CLEC Loss and Completion reports as described below. CenturyLink will not provide CLEC with the name of the other local service provider selected by the End User Customer.

12.3.7.1.1 The daily loss report will contain a list of accounts that have had lines disconnected because of a change in the End User Customer's local service provider. CenturyLink will issue a loss report when a service order Due Dated for the previous business day, is completed or canceled in CenturyLink's service order processor (SOP). The losses on the report will be for the previous day's activity. This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

a) Resale; and

b) Unbundled Loop.

12.3.7.1.1.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, CenturyLink shall not require CLEC to provide any Customer-identifying or order-identifying information, to CenturyLink that is not detailed in the report and is not required by OBF guidelines. CenturyLink will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, CenturyLink will obtain the information internally.

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12.3.7.1.2 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the previous day's activity for the service(s) requested is complete. This includes service orders CenturyLink generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for Resale and Unbundled Loop.

12.3.7.1.2.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, CenturyLink shall not require CLEC to provide any Customer-identifying or order-identifying information, to CenturyLink that is not detailed in the report and is not required by OBF guidelines. CenturyLink will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, CenturyLink will obtain the information internally.

12.4 Maintenance and Repair

12.4.0 Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service. Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.4.0.1 CenturyLink will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party. CenturyLink shall provide CLEC repair status information in substantially the same time and manner CenturyLink provides for its retail services.

12.4.0.2 During the term of this Agreement, CenturyLink will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by CenturyLink to itself, its End User Customers, its Affiliates, or any other party.

12.4.0.3 CenturyLink will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to CenturyLink, its End User Customers, its Affiliates, or any other party and shall be handled in a non-discriminatory manner.

12.4.1 Trouble Screening, Isolation and Testing

12.4.1.1 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as itself, its End User Customers, its Affiliates, or any other party.

12.4.1.2 CenturyLink will cooperate with CLEC to show CLEC how CenturyLink screens trouble conditions in its own centers, so that CLEC may choose to employ similar techniques in its centers.

12.4.1.3 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to CenturyLink. For services and facilities where the capability to test all or portions of the CenturyLink network service or facility rest with CenturyLink, CenturyLink will make such capability available to CLEC to perform appropriate trouble isolation and screening. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. CenturyLink will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink's network. CenturyLink and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.4.1.5 and 12.4.1.6.

12.4.1.4 Notwithstanding any other provision of this Section 12.4.1, when CLEC does not have the ability to diagnose and isolate trouble on a CenturyLink line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, CenturyLink will conduct testing, to the extent testing capabilities are available to CenturyLink, to diagnose and isolate a trouble in substantially the same time and manner that CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.1.5 When CLEC requests that CenturyLink perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when CenturyLink dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes CenturyLink to repair trouble on the CLEC's behalf, CenturyLink will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service Charge.

12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or CenturyLink cannot test through, and CLEC advises CenturyLink of this, CenturyLink will not assess testing charges. Whether other charges, (including charges with a testing component) such as dispatch charges, Maintenance of Service charges, Trouble Isolation Charges, apply will be governed by the provisions of this Agreement associated with such charges (e.g., 6.6.4 and 9.2.5.2).

12.4.1.6 When CLEC elects not to perform trouble isolation and CLEC requests

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CenturyLink to perform optional testing, CenturyLink will charge CLEC the applicable optional testing rate as set forth in Exhibit A. If after completing the optional testing CenturyLink dispatches a technician at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in CenturyLink's facilities, including CenturyLink's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on CenturyLink's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.4.1.6.1 If the circuit is on Pair Gain, CenturyLink will not assess optional testing charges.

12.4.1.6.2 Prior to CenturyLink conducting a test on a line, circuit, or service provided in this Agreement that CLEC is using to serve an End User Customer, CenturyLink must receive a trouble report from CLEC.

12.4.1.7 For the purposes of Section 12.4.1.8, Trouble Reports means trouble reports received via (MEDIACC, CEMR or successor system, if any) or reported to one of CenturyLink's call or repair centers.and managed or tracked within CenturyLink's call center databases and CenturyLink's WFA (Work Force Administration and MTAS (Maintenance Tracking Administration System) and successor systems, if any.

12.4.1.8 Where CenturyLink has billed CLEC for Maintenance of Services or Trouble Isolation ("TIC") charges for a CLEC Trouble Report, CenturyLink will remove such Maintenance of Services or TIC charge from CLEC's account and CLEC may bill CenturyLink for its repeat dispatch(es) to recover a Maintenance of Services or TIC charge or CLEC's actual costs, whichever is less, if all of the following conditions are met:

(a) the repeat Trouble Report(s) is the same trouble as the Trouble Report ("Repeat Trouble"), as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and

(b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and

(c) the Repeat Trouble has been found to be in the facilities owned or maintained by CenturyLink or CenturyLink facilities leased by CLEC; and

(d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in CenturyLink's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the CenturyLink standard trouble ticket form. (If CLEC does not provide test results, CenturyLink will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6); and

(e) CLEC's demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC's records that are generated and maintained in the ordinary course of CLEC's business.

(i) If, however, CLEC does not use remote testing capability, a technician dispatch is required for both the prior and Repeat Trouble. Where CLEC uses remote testing capability and provides the test results describe in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.

12.4.2 Trouble Reports and Trouble Status

12.4.2.1 The first time a trouble is reported, CenturyLink will assign a trouble report tracking number, as described in Section 12.1.3.3.3.1.1.

12.4.2.2 CLEC may report trouble to CenturyLink through the Electronic Bonding or GUI interfaces provided by CenturyLink or manually through the support centers described above in Section 12.1.3.3.3.

12.4.2.2.1 CenturyLink shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a End User Customer's trouble history at a specific location, conducting testing of a End User Customer's service where applicable, reporting trouble to facilitate the exchange of updated information and progress reports between CenturyLink and CLEC while the trouble report is open and a CenturyLink technician is working on the resolution. For designed services, CenturyLink will not close the trouble report prior to verification with CLEC that trouble is cleared.

12.4.2.2.2 CLEC may access the status of manually reported trouble through the electronic interfaces described in Section 12.4.2.2.1.

12.4.2.3 CLEC may review the status of trouble reports and messages posted by CenturyLink technicians through the Electronic Bonding or GUI interfaces provided by CenturyLink or manually by contacting the support centers described above in Section 12.1.3.3.3.

12.4.2.3.1 On manually-reported trouble, CenturyLink will inform CLEC of repair completion in substantially the same time and manner as CenturyLink provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.4.2.4 CenturyLink will notify CLEC, in substantially the same time and manner as CenturyLink provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by e-mail or through the electronic interface. CLEC may telephone the CenturyLink repair center or use the electronic interfaces to obtain jeopardy status.

12.4.2.5 Similar trouble conditions, whether reported on behalf of CenturyLink End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.2.6 Manually-reported repair calls by CLEC to CenturyLink will be answered with the same quality and speed as CenturyLink answers calls from its own End Users Customers.

12.4.3 Activities to Resolve Trouble Reports or Perform Maintenance and Repair Work

12.4.3.1 A CLEC trouble report is prioritized without regard to the service provider, including CenturyLink.

12.4.3.2 CenturyLink will cooperate with CLEC to meet the Maintenance and Repair standards outlined in this Agreement.

12.4.3.3 When CLEC reports that CLEC has isolated trouble to the CenturyLink network, CenturyLink will perform trouble isolation to the extent the capability to perform such trouble isolation is available to CenturyLink.

12.4.3.3.1 Prior to requiring access to the End User Customer premises, CenturyLink will conduct testing to determine if the trouble can be resolved without access to the End User Customer premises. Outside of normal business hours, CenturyLink will not dispatch to the last testable point in a circuit if isolation can be obtained via remote testing. If the circuit can be tested as needed and the trouble can be resolved without access to the End User Customer premises, CenturyLink will proceed with resolving the trouble.

12.4.3.4 CenturyLink shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.4.3.5 CenturyLink Maintenance and Repair and routine test parameters and levels will be in compliance with CenturyLink's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

12.4.3.6 Dispatch: CenturyLink will provide dispatch personnel in substantially the same time and manner it provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.6.1 Upon the receipt of a trouble report from CLEC, CenturyLink will follow internal processes and industry standards to resolve the repair condition. CenturyLink will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be CenturyLink's decision whether or not to send a technician out on a dispatch. CenturyLink will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. CenturyLink will only charge for a dispatch if it dispatches and the trouble is not found to be in the CenturyLink network.

12.4.3.6.2 For POTS lines and designed service circuits, CenturyLink is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer

Premises without prior CLEC authorization. For dispatch to the CLEC End User Customer Premises, CenturyLink shall obtain prior CLEC authorization with the exception of major network outage restoration, cable rearrangements, and MTE terminal Maintenance and Repair or replacement.

12.4.3.6.3 Whenever a CenturyLink technician is dispatched to an End User Customer premise other than for the sole purpose of tagging of the Demarcation Point, CLEC may request CenturyLink to place a tag accurately identifying the line or circuit, including the telephone number or CenturyLink Circuit ID, at the Demarcation Point if such a tag is not present. CenturyLink will perform such tagging at no charge to CLEC. If CLEC is requesting the dispatch solely for purposes of having CenturyLink tag the Demarcation Point, see Section 12.3.1.1.

12.4.3.7 Intentionally Left Blank.

12.4.3.8 Intentionally Left Blank.

12.4.3.9 Intentionally Left Blank.

12.4.3.10 Major Outages/Restoral/Notification

12.4.3.10.1 Intentionally Left Blank.

12.4.3.10.2 CenturyLink will notify CLEC of major network outages via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as End User Customer information, CenturyLink will utilize the same thresholds and processes for external notification as it does for internal purposes. This major network outage information will be sent via e-mail on the same schedule as is provided internally within CenturyLink. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to CenturyLink and/or industry standards.

12.4.3.10.3 CenturyLink will meet with associated personnel from CLEC to share contact information and review CenturyLink's outage restoral processes and notification processes.

12.4.3.10.4 CenturyLink's emergency restoration process operates on a 7X24 basis.

12.4.3.10.5 CenturyLink may have an obligation to report network outages or other network troubles to the Commission in accordance with Applicable Law. In the event CLEC provides services to one or more End User Customers though the use of Resale or Unbundled Network Elements and there is a network outage or service trouble that CenturyLink must report to the Commission, CenturyLink shall make such reports on behalf of itself and CLEC.

12.4.3.11 Protective Maintenance and Repair

12.4.3.11.1 CenturyLink will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. CenturyLink shall provide notice of potentially CLEC End User Customer impacting maintenance activity, to the extent CenturyLink can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.11.2 CenturyLink shall advise CLEC of non-scheduled Maintenance and Repair, testing, monitoring, and surveillance activity to be performed by CenturyLink on any Services, including, to the extent CenturyLink can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. CenturyLink shall provide the maximum advance notice of such non-scheduled Maintenance and Repair and testing activity possible, under the circumstances; provided, however, that CenturyLink shall provide emergency Maintenance and Repair as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.4.3.11.3 CenturyLink will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.12 Switch and Frame Conversion Service Order Practices

12.4.3.12.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.4.3.12.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.4.3.12.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.4.3.12.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, CenturyLink will reject orders for Trunk Side facilities (see Section 12.4.3.12.5) other than conversion orders described in Section 12.4.3.12.7. Notwithstanding the foregoing and to the extent CenturyLink provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, CenturyLink shall provide CLEC the same capabilities.

12.4.3.12.5 ASRs for Switch or frame Trunk Side facility Augments to capacity

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or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. CenturyLink shall reject Switch or frame Trunk Side ASRs to Augment capacity or change facilities issued by CLEC or CenturyLink, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.4.3.12.7.

12.4.3.12.6 For Switch and Trunk Side frame conversions, CenturyLink shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.4.3.12.7 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to CenturyLink no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.4.3.12.8 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink shall identify the particular dates and locations for frame conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.9 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink shall identify the particular dates and locations for Switch conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.10 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change

orders for non-switched products, and emergency orders.

12.4.3.12.10.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that CenturyLink shall use its best efforts to avoid the loss of End User Customer service. In the event that CLEC End User Customer service is disconnected in error, CenturyLink will restore CLEC End User Customer service through the process described in Sections 12.1.3.3.

12.4.3.12.10.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.4.3.12.10.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.4.3.12.10.4 LSRs, except those requesting order activity described in Section 12.4.2.12.10, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by CenturyLink.

12.4.3.12.10.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.4.3.12.10.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by CenturyLink.

12.4.3.12.10.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date until 12 noon Mountain Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by CenturyLink.

12.4.3.12.11 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods

described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required.

12.4.3.12.12 Switch Line and Trunk Hardware Additions. CenturyLink shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to CenturyLink's existing Switches.

12.4.3.13 Major Switch Maintenance and Repair Hours and Notices

12.4.3.13.1 Generally, CenturyLink performs major Switch Maintenance and Repair activities off-hours, during certain "Maintenance and Repair windows." Major Switch Maintenance and Repair activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.4.3.13.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although CenturyLink normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. CenturyLink will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as CenturyLink provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.13.3 Planned generic upgrades to CenturyLink Switches will be available to CLEC via CenturyLink's Web site in the ICONN database, which is described in Section 12.1.3.2.5 above.

12.4.3.14 Impairment of Service

12.4.3.14.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is referred to as an "Impairment of Service."

12.4.3.14.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.4.3.15 Inside Wire Maintenance: Except where specifically required by state or federal regulatory mandates, CenturyLink will not perform any maintenance of inside

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wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.4.4 Trouble Report Closure

12.4.4.1 When CenturyLink closes a trouble report, CenturyLink will assign a code accurately identifying the reason or cause for service problems and the action taken (i.e., a "disposition code").

12.4.4.2 CenturyLink will notify CLEC of the disposition code upon request. For Maintenance and Repair trouble reports, the disposition code and any remarks will also be available through electronic interface (e.g., Customer Electronic Maintenance and Repair (CEMR)). CLEC closed trouble reports will be available to CLEC via the history function in the electronic interface (e.g., CEMR).

12.4.4.3 CenturyLink will provide a web based tool (currently known as Maintenance and Repair Invoice Tool) that allows CLEC to access electronic copies of CenturyLink repair invoice information. The repair invoice information will include the time and material information that CenturyLink provides to its retail End User Customers on their time and material invoices. CenturyLink, through this tool, will provide access to at least the telephone number or circuit identification, CLEC ticket number, CenturyLink ticket number, End User Customer Address, End User Customer Name, USOC, Quantity, Start Date, End Date, Disposition Code, and any related remarks (comments by repair technician). Such invoice information will be available to CLEC within two (2) business days of ticket closure for POTS services and sixteen (16) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.

12.5 Billing

12.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

12.6 On-Going Support for OSS

Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2 and its sub-sections. Once CenturyLink receives a complete and accurate New Customer Questionnaire (initial or updated), CenturyLink and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.6.1 CenturyLink will support previous XML releases for six (6) months after the next subsequent XML release has been deployed. Exceptions to these guidelines, if any, will be considered in accordance with the CMP procedures. CenturyLink will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.2 CenturyLink will provide written notice to CLEC of the need to migrate to a new release.

12.6.3 CenturyLink will provide an XML Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

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12.6.4 Re-certification is the process by which CLECs demonstrate the ability to generate correct functional transactions for enhancements not previously certified. CenturyLink will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.6.5 CenturyLink shall provide training mechanisms for CLEC to pursue in educating its internal personnel. CenturyLink shall provide training necessary for CLEC to use CenturyLink's OSS interfaces and to understand CenturyLink's documentation, including CenturyLink's business rules.

12.6.6 When CLEC requests from CenturyLink more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from CenturyLink, then CLEC shall be able to use SecurIDs until such time as CenturyLink provisions the T1 line and the line permits pre-order and order information to be exchanged between CenturyLink and CLEC.

12.6.7 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using. CenturyLink will assist CLEC as described in Section 12.1.3.

12.6.8 An exchange protocol will be used to transport XML formatted content. CLEC must perform certification testing of exchange protocol prior to using the XML interface.

12.6.9 CenturyLink will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with CenturyLink's OSS. CenturyLink has established the following test processes to assure the implementation of a solid interface between CenturyLink and CLEC:

12.6.9.1 Connectivity Testing – CLEC and CenturyLink will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive XML messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if CLEC or CenturyLink has implemented environment changes when moving into production.

12.6.9.2 Stand-Alone Testing Environment ("SATE") – CenturyLink shall provide a stable, Stand-alone Testing Environment that, during a CLEC's development and implementation of XML, will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC that mirror the responses that would be obtained in the production environment. The SATE provides CLEC the opportunity to validate its technical development efforts built via CenturyLink documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted XML transactions through the XML system edits successfully for both new and existing releases. CenturyLink will provide documentation for use with SATE that provides the CLEC information required to successfully use SATE and be certified to move into controlled production. SATE uses test account data supplied by CenturyLink. CenturyLink will provide a stable SATE no less than thirty (30) Days prior to CenturyLink's introduction of new OSS electronic interface capabilities to the production environment, unless otherwise agreed to pursuant to Section 16.0 of the CMP Document, including support of new test accounts, new test beds, new products and

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services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional when CLEC has performed Interoperability testing successfully.

12.6.9.2.1 As of the Effective Date, the SATE does not include all of the CenturyLink products and services CLEC may order in CenturyLink's production environment. In this context products and services are those items that may be ordered via XML from CenturyLink on an LSR. CenturyLink shall incorporate each such product or service into SATE once the aggregate number of transactions for all CLECs in the production environment for such product or service reaches 100 or more during a twelve-month period. Once these conditions are met, CenturyLink shall incorporate such product or service into the upcoming major SATE release, if feasible. If not feasible for that release, CenturyLink shall incorporate such product or service into the SATE by no later than the next major SATE release. A Party may submit a request through CMP to add products to SATE that do not meet the above criteria.

12.6.9.3 Interoperability Testing – CLEC has the option of participating with CenturyLink in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct XML transactions through the XML system edits successfully. Interoperability testing requires the use of account information valid in CenturyLink production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. CenturyLink shall process pre-order transactions in CenturyLink's production OSS and order transactions through the business processing layer of the XML interfaces.

12.6.9.4 Controlled Production – CenturyLink and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit XML data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all CenturyLink business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the CenturyLink production environment. CenturyLink treats these pre-order queries and orders as production pre-order and order transactions. CenturyLink and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned. Controlled production is not required for features or products that the CLEC does not plan on ordering. Recertification does not include new implementations such as new products and/or activity types.

12.6.9.5 If CLEC is using XML, CenturyLink shall provide CLEC with a pre-allotted amount of time between CenturyLink notification to CLEC and the sunset for CLEC's current release to complete certification of its business scenarios. CenturyLink will allow CLEC a reasonably sufficient amount of time negotiated by CenturyLink and CLEC during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with CenturyLink for certification

of its business scenarios. CenturyLink and CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of CLEC's business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. CenturyLink will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to CenturyLink, CenturyLink will honor CLEC's schedule through the use of alternative hours.

12.6.9.6 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of CenturyLink's operational interfaces and processes in conjunction with the actual Pre-ordering, Ordering, Provisioning, Billing and Maintenance and Repair of Network Elements, Ancillary Services, and UNE Combinations prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating CenturyLink's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with CenturyLink's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (*.e.g.* Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.

12.6.9.6.1 CenturyLink shall participate in Comprehensive Production Testing upon CLEC's request. CLEC shall notify CenturyLink in writing of CLEC's intent to participate in Comprehensive Production Testing. Such notice shall include a statement describing the scope of the test. CLEC and CenturyLink shall commence and complete Comprehensive Production Testing promptly.

12.6.9.6.2 Within ten (10) business days after CLEC's written notice to CenturyLink of CLEC's intent to conduct Comprehensive Production Testing, CLEC and CenturyLink shall meet and continue meeting no less frequently than once per week, unless otherwise agreed by CenturyLink and CLEC, to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Unless otherwise agreed, within ten (10) business days after CLEC's first meeting with CenturyLink, CLEC shall provide CenturyLink with a firm definition of the scope of the comprehensive testing. Within a mutually agreed period of time, which shall not exceed forty-five (45) business days after CLEC defines the scope of the comprehensive testing, CenturyLink and CLEC will reach agreement on the terms, guidelines and processes for executing the comprehensive testing and meeting CLEC's objectives. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If (a) CLEC and CenturyLink do not reach agreement on such a process within forty-five (45) business days after CLEC provides CenturyLink with the firm scope, or (b) CenturyLink or CLEC has failed to meet or continue meeting regarding, or CenturyLink or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) CenturyLink and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy

any of the requirements set forth in this Section 12.6.9.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.6.9.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.

12.6.9.6.2.1 The intervals for comprehensive testing apply to one comprehensive test. One comprehensive test may include overlapping testing by CLEC in more than one state within a single comprehensive testing request. If CenturyLink has multiple requests for comprehensive testing then the intervals for each request will be separately negotiated. Multiple requests are CLEC requests for comprehensive production testing received within the same 45 business day interval referenced above. If the CLEC is not in agreement with the given intervals and the disagreement is not resolved within ten (10) business days, the requesting CLEC may submit the matter to the dispute resolution process.

12.6.9.6.3 For the purposes of Comprehensive Production Testing, CenturyLink shall temporarily provision selected local Switching features for testing pursuant to the terms and conditions of this Agreement. CLEC will bear the cost of such Provisioning as called for by this Agreement.

12.6.9.6.4 For the purposes of Comprehensive Production Testing, CenturyLink shall provision pursuant to the terms and conditions of this Agreement or pursuant to a CenturyLink retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop, Resale or retail services designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example, CenturyLink shall provision, either singly or as part of a UNE Combination, a residential Loop or retail service to a commercial facility, such as an office Building. In such cases, if a Commission waiver is not required, CenturyLink shall not assert that Tariff limitations restrict such Provisioning, or if a Commission waiver is required, the Parties will expeditiously seek such a waiver.

12.6.9.6.5 The Parties shall provide technical staff to meet to provide required support for Comprehensive Production Testing.

12.6.9.6.6 During Comprehensive Production Testing, the Parties shall provide a single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure of comprehensive testing issues. Comprehensive testing issues are those test issues which are outside the scope of routine Pre-ordering, Ordering, Provisioning, Billing, Maintenance and Repair of the services being tested. Such staff shall be adequately skilled to facilitate expeditious problem resolution.

12.6.9.6.7 Either Party may supply information about the Comprehensive

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Production Testing conducted pursuant to this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.

12.6.9.6.8 The costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs CenturyLink would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs CenturyLink would otherwise incur in Provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, CenturyLink shall provide to CLEC an itemized quotation of all costs CenturyLink believes it is entitled to recover from CLEC pursuant to this Section 12.6.9.6.8, including a detailed description of each activity including the CenturyLink underlying assumptions for which CenturyLink seeks recovery. CLEC shall be permitted to challenge the necessity of CenturyLink's activities that cause extraordinary costs to be incurred. Challenges made by CLEC that cannot be resolved by the Parties shall be resolved through the dispute resolution process outlined in this agreement at Section 5.18. At the point that the expenses of the testing reach eighty percent (80%) of the quoted amount, CenturyLink will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. CLEC shall have 30 business days to notify CenturyLink if CLEC wishes to continue the comprehensive testing. If CLEC elects to discontinue the comprehensive testing, then testing will cease immediately and CLEC shall pay the amount due. If CLEC wishes to continue the testing it will accept the modifications to the quotation, or inform CenturyLink that CLEC disputes the modifications to the quotation but still wants the test to proceed, in writing within 30 business days and Billing will continue as agreed. CenturyLink shall provide to CLEC with such modified quote a detailed explanation of each change in cost and why CenturyLink believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and non-recurring charges (retail and wholesale) for the facilities and services identified in this Agreement and reflected in Exhibit A or a CenturyLink retail Tariff, if applicable, ordered during the testing. If construction is requested for the purpose of comprehensive testing, the Parties will adhere to the applicable terms and conditions relating to construction contained in this Agreement or the CenturyLink retail Tariff, depending on the services CLEC ordered. The parties will agree to reasonable timeframes for construction performed for comprehensive testing. If at any time the Parties are in dispute over the allocation of cost associated with testing, CLEC may request in writing that the testing proceed while the Parties work to resolve such a dispute. If CLEC agrees to pay 50% of the actual charges CenturyLink incurs in accordance with the agreed terms as if no dispute existed, then CenturyLink will proceed with the testing. If, after the dispute is resolved, CLEC has paid to CenturyLink any amount that exceeds the amount it owes pursuant to the resolution, CenturyLink agrees to credit CLEC for that excess amount. However, if the CLEC owes monies to CenturyLink, CLEC agrees to pay the remaining balance pursuant to the resolution.

12.6.9.7 If CLEC is using the XML interface, CLEC must work with CenturyLink to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. CenturyLink and CLEC shall mutually agree to the business

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scenarios for which CLEC requires certification. Certification will be granted for the specified release of the XML interface. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.6.9.7.1 For a new software release or upgrade, CenturyLink will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, CenturyLink has implemented the testing processes set forth in Sections 12 6.9.2, 12.6.9.3 and 12.6.9.4.

12.6.9.8 New releases of the XML interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the CenturyLink coordinator in conjunction with the release manager of each XML release. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.6.9.9 CLEC will contact the CenturyLink XML Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new XML release, however, CLEC must complete the re-certification and migration to a new XML release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.9.9.1 The following rules apply to initial development and certification of XML interface versions and migration to subsequent XML interface versions:

12.6.9.9.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.2 New XML users must be certified and in production with at least one product and one order activity type on a prior release two months after the implementation of the next release. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.3 Any XML user that has been placed into production on a prior release not later than two months after the next release implementation may continue certifying additional products and activities until two months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment at least four months prior to the retirement of the prior release.

12.6.9.10 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to CenturyLink.

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12.7 OSS Rate Elements

12.7.1 OSS charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. CenturyLink shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes CenturyLink to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.7.2 Supplements and Canceled Service Requests - (See Section 12.2.3)

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SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and Route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX Codes assigned to its Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

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SECTION 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. CenturyLink will provide local Dialing Parity to competing providers of telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and directory listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as CenturyLink routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

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SECTION 15.0 - CENTURYLINK DEX

15.1 CenturyLink and CLEC agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including CenturyLink Dex. CenturyLink acknowledges that CLEC may request CenturyLink to facilitate discussions between CLEC and CenturyLink Dex.

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SECTION 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User changes from CenturyLink to CLEC, or from CLEC to CenturyLink, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach the End User.

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SECTION 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by CenturyLink as a product or service shall be treated as a BFR. CenturyLink shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the Technical Feasibility of new/different points of Interconnection. CenturyLink will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate CenturyLink form for BFRs. CLEC and CenturyLink may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. CenturyLink will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested;

17.2.6 the specific location requested;

17.2.7 Intentionally Left Blank.

17.2.8 Intentionally Left Blank.

17.3 Within two (2) business days of its receipt, CenturyLink shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, CenturyLink shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, CenturyLink will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) Days of its receipt of the BFR and all information necessary to process it, CenturyLink shall provide to CLEC an analysis of the BFR. The analysis shall specify CenturyLink's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If CenturyLink determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, CenturyLink shall advise CLEC as soon as reasonably possible of that fact, and CenturyLink shall promptly, but in no case later than the twenty-one (21) period, provide a written report setting forth the basis for its conclusion.

17.6 If CenturyLink determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) Days after CenturyLink notifies CLEC that the BFR qualifies under the Act, CenturyLink shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and non-recurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and CenturyLink determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that CLEC shall not be subject to the BFR process. To the extent CenturyLink has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. CenturyLink may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8

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of Section 17.2 above. The burden of proof is upon CenturyLink to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, CenturyLink shall provide CLEC with CenturyLink's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where CenturyLink cannot obtain a release from its vendors within seven (7) business days, in which case CenturyLink will make the data available as soon as CenturyLink receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by CenturyLink under the non-disclosure sections of this Agreement.

17.15 CenturyLink shall make available a topical list of the BFRs that it has received with CLECs under this Agreement or an Interconnection agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. CenturyLink shall also be required upon the request of a CLEC to provide sufficient details about the terms and conditions of any granted requests to allow a CLEC to take the same offering under substantially identical circumstances. CenturyLink shall not be required to provide information about the request initially made by the CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. A CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that CenturyLink may require the use of ICB pricing where it makes a demonstration to the CLEC of the need therefore.

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SECTION 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the audit provisions in the Performance Assurance Plan ("PAP"). Nothing in the PAP shall limit or expand the audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Audit or Examination Expenses.

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction"

means 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 the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and CenturyLink will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the

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Parties shall be allowed to examine such Affiliates' disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other Party's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years unless cause is shown to support a specifically requested audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. Other provisions of this Section that are not inconsistent herewith shall apply, except that in the case of audits, the Party to be audited may also request the use of an independent auditor.

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SECTION 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Network Elements or ancillary services to the extent existing facilities are available. Construction is not required for requests that can be resolved through assignments, incremental facility work or other Routine Network Modifications. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Network Elements or ancillary services specifically provided for in this Agreement, such as assignments, incremental facility work or other Routine Network Modifications, CenturyLink will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Network Elements or ancillary services, as described in the applicable Section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of CenturyLink, consistent with budgetary responsibilities, consideration for the impact on the general body of End Users and without discrimination among the various Carriers.

19.3 Within twenty (20) business days after CLEC requests construction, CenturyLink shall provide to CLEC a quote for CLEC's portion of a specific job. The quote shall include a detailed breakdown of the labor and material costs and a description of work. The quote will be in writing and will be binding on CenturyLink for ninety (90) business days after the issue date. If accepted, CLEC will pay to CenturyLink the quoted price and construction will commence after receipt of payment. If CLEC accepts a CenturyLink quote for construction, such acceptance is of price and scope of work only. Any additional terms incorporated into CenturyLink forms to request or accept a quote for construction, or to otherwise direct CenturyLink to proceed with construction, shall have no effect as between the Parties. The terms and conditions applicable to such construction shall be those terms and conditions set forth in this Agreement. Any such quote for construction shall be a firm quote (not to exceed a specific dollar amount) to complete the construction for the requested facilities. If CLEC chooses not to have CenturyLink construct the facilities, CenturyLink reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 If CenturyLink agrees to construct a Network Element that satisfies the description of a UNE contained in this Agreement, that Network Element shall be deemed a UNE. If CenturyLink builds facilities based on a CLEC request for construction, CenturyLink shall, complete CLEC's order(s) for service related to such construction within the applicable service interval once construction is completed.

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SECTION 20.0 - SERVICE PERFORMANCE

20.1 Performance Indicator Definitions–Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. CenturyLink will bring changes agreed to by CLECs and CenturyLink to the Commission for modification of Exhibit B of this Agreement. Modification of PIDs that apply to the Arizona CenturyLink Performance Assurance Plan (QPAP), attached hereto as Exhibit K, shall be made in accordance with Section 16 of that Exhibit.

20.2 CenturyLink Performance Assurance Plan (QPAP)--Pursuant to Section 13.6 of Exhibit K, CLEC adopts the QPAP.

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SECTION 21.0 – CONNECTIVITY BILLING, RECORDING, AND EXCHANGE OF INFORMATION

21.1 General Terms

21.1.1 Each Party will bill and record in accordance with this Agreement those charges the other Party incurs as a result of such Party's purchases under this Agreement (hereinafter "Connectivity Charges").

21.1.2 The Parties shall provide each other with timely, accurate and complete bills and call records relating to the products and services provided, the Connectivity Charges billed, and the traffic exchanged under this Agreement.

21.1.3 Connectivity Charges are set forth in Exhibit A. Terms and conditions are set forth in Section 5.4 relating to payments and deposits (including late payment charges), Section 7.3 for reciprocal compensation, and Section 22 relating to pricing.

21.2 Monthly Billing

21.2.1 CenturyLink and CLEC will establish monthly Bill Dates for each Billing Account Number ("BAN"), which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties in writing. Each Party shall provide the other Party at least thirty (30) Days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Charges invoice associated with each BAN. Each invoice must contain a BAN number and, in CABS or SECAB format, an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected.

21.2.2 CenturyLink shall assign each Unbundled Network Element (UNE), UNE Combination, resold service or other product, service or option included in this Agreement purchased by CLEC a separate and unique Billing code. These Billing codes are determined by CenturyLink based on industry guidelines for Universal Service Ordering Codes (USOCs) and Field Identifiers (FIDs). FIDs identify non-fielded data and, among other things, describe more detailed and specific attributes of a USOC. CenturyLink shall provide such USOCs to CLEC on each bill for Connectivity Charges provided by CenturyLink ("Connectivity Bill") in which charges for such UNEs, UNE Combinations, resold services or other products, services or options included in this Agreement appear.

21.2.3 Connectivity Bills will be provided by CenturyLink on a monthly basis and shall include: (a) all non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date, (b) any known unbilled non-usage sensitive charges for prior periods providing they shall not exceed the periods set forth in Section 21.6 below, (c) unbilled usage sensitive charges for the period beginning with the last bill processing date and extending up to-the processing date of the current bill, (d) any known unbilled usage sensitive charges for prior periods, or any unknown prior usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 21.6 below, and (e) any known unbilled adjustments providing they shall not exceed the periods set forth in Section 21.6 below. Each Connectivity Bill shall set forth the

quantity and description of each such Unbundled Network Element, UNE Combination, resold service or other product or service under this Agreement billed to CLEC. All Connectivity Charges billed to CLEC must indicate the state from which such charges were incurred. Each Connectivity Bill shall also include:

(a) Billing Telephone Number (BTN);

(b) Bill Date;

(c) the date on which the billed activity occurred ("Service Date"), including for per call activation charges the date on which the call occurred (except that individual call dates will not be provided for bulk-billed usage);

(d) Working Telephone Number (WTN) or circuit identification (Circuit ID), whichever is applicable (except for charges for which the WTN is the same as the BTN, or for bulk-billed USOCs and order charges, if any, that do not apply at a WTN or circuit level, for which the sub-account number may be provided instead);

(e) Billable USOCs and USOC descriptions, unless there is no USOC for the product or service, the USOC is only for non-recurring charges (in which case a descriptive bill phrase is provided), or the USOC charge amount is part of a Tax or Surcharge (in which case the tax or surcharge will be separately listed on the bill);

(f) rate (except for toll calls and non-recurring charges);

(g) extended charges (rate X quantity);

(h) for Connectivity Charges that vary by zone, information necessary to identify which zone charge was billed. (Additionally, CenturyLink will make available to CLEC an electronic Billing Customer Service Record (CSR) which provides information necessary to allow CLEC to identify the Common Language Location Identifier (CLLI) applicable to each charge that varies by zone.);

(i) for Non-Recurring Charges ("NRCs"), service establishment date (Billing start date) on the first bill for which the charge appears, Purchase Order Number ("PON"), service order ("SO") number and, for electronic bills, an identifier, which in the case of BillMate ASCII bills, is an identifier of Non-Recurring ("N");

(j) for fractional charges associated with LSR or ASR activity, if any, the from and thru dates, per month charge, fractional amount, PON, SO number and, for electronic bills, an identifier, which in the case of BillMate ASCII bills, is an identifier of Fractional ("F"); and

(k) for Maintenance and Repair charges, CLEC repair ticket number when the CLEC submitted the ticket via CEMR or MEDIACC.

21.2.3.1 During the course of this Agreement, CenturyLink will not convert any usage elements from detailed Billing to bulk-billing.

21.2.4 Either Party may request Connectivity Charges associated with products and services be included in separate bills, which may be sent to different billing addresses. At a minimum, a Party will comply with such a request to provide separate bills for Collocation, LIS

trunking, private line service, resale, UNE, EEL, administrative invoices, transit, and UDIT. For CLEC requests made in the normal course of business to operations channels, CenturyLink's obligations to comply with such requests is limited to the current capability of CenturyLink's OSS to support the request when the charges are provided using OSS. This provision does not limit the CLEC's ability to seek an OSS change, such as via the CMP. If separate bills are established, the Billing Party shall bill the Connectivity Charges for that product or service on the appropriate, designated BAN. At least 6,000 sub-accounts will be allowed per BAN.

21.3 Bill Format Media

21.3.1 Each Connectivity Bill shall be provided on paper, if selected by CLEC, or electronically transmitted in ASCII, EDI or Carrier Access Billing System (CABS) format, the selection of which format is to be chosen by CLEC, or in other electronic media that the Parties agree upon. CLEC shall provide its Carrier Access Bills to CenturyLink pursuant to CLEC's Tariff and any other bills in a spreadsheet sent by Email, or as otherwise agreed by the Parties. When an electronic format (CABS, EDI, ASCII) is available for a bill and is selected by CLEC, the electronic bill is the official bill of record. For ASCII bills, however, the electronic ASCII bills currently do not include the balance forward and total amount due. Therefore, until the electronic ASCII bills include this information, the paper bill is the official bill of record. Regardless of the bill format media selected, the Connectivity Bill shall be provided at no charge. The bill format media for Connectivity Bills is specified on the Customer Questionnaire, if it has not been previously provided, as set forth in Section 3.2.2.

21.3.2 CenturyLink uses the following systems to bill products and services to wholesale Customers:

21.3.2.1 **Customer Records and Information System Billing:** The Customer Records and Information System ("CRIS") summary bill represents a monthly summary of charges for most wholesale products sold by CenturyLink. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The summary bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered, quantity of sub-accounts, and the CenturyLink region in which CLEC is operating. For CRIS output, CLEC may choose to receive bills in the following formats: paper, EDI via Network Data Mover (NDM) (dedicated circuit), EDI via Value Added Network (VAN), EDI via File Transfer Protocol (FTP) (dedicated circuit), EDI via the Web, CABS/Billing Output Specifications (CABS/BOS) format in an Extended Binary Coded Decimal Interchange Code (EBCDIC) file (for unbundled Loop type products only), American Standard Code (ASCII) files, or ASCII via the Web. If CLEC selects an EDI format, CenturyLink will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC. The billed Party may request the Billing Party to eliminate differences that impair the billed Party's processing of the bill. At CLEC's option, CenturyLink will provide an electronic version of the output from CRIS, known as BillMate®, to CLEC. BillMate® files are created in ASCII or EDI format, at the CLEC's option. BillMate® is available, at CLEC's option, via EDI and the Internet.

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Other requirements for BillMate® in the ASCII format will be set forth in a Customer guide posted on CenturyLink's wholesale web site and are applicable to the extent that they do not conflict with the terms of this Agreement. The functionality of BillMate® in the ASCII format will be comparable to or greater than the functionality for BillMate® in the ASCII format reflected in the CenturyLink BillMate® Customer Guide that is posted on CenturyLink's wholesale web site as of the date of execution of this Agreement. When BillMate® is used for Billing, CenturyLink will also provide to CLEC a paper account summary that provides the following information not provided in BillMate® (unless and until this information is provided through BillMate®): balance forward, certain adjustments, payments posted, current charges, and total amount due.

21.3.2.2 **Carrier Access Billing System Billing:** The Interexchange Access Billing System ("IABS") bill represents a monthly summary of charges. This bill includes monthly and one-time charges, adjustments, and a summary of any usage charges. These bills are segmented by product, LATA or end office, BAN and bill cycle. CenturyLink will use the CABS/BOS format and technology for the transmission of bills for products and services billed out of IABS. For IABS output, CLEC may choose to receive bills in the following formats: paper, Bill Data Tape (BDT), internet (Web), Network Data Mover (NDM) in BDT format, or abbreviated paper bill. If both Parties agree in writing, CABS formatted bills may be provided on paper. If CABS guidelines do not exist, the Parties will bill one another using a paper medium that adheres to the other requirements of this Section 21 that do not relate to the bill format. As of the Effective Date, CLEC is not required to provide CABS Billing for Interconnection facilities ordered by CenturyLink. Electronically transmitted CABS formatted bills are available from CenturyLink for UNEs and Interconnection facilities and services except for non-recurring charges for Collocation which are not billed in a CABS format but rather in a non-CABS paper format. CABS format is not available for CenturyLink Resale services except for Frame Relay, which is billed in CABS format. ASCII and EDI formats are available for product offerings billed out of CenturyLink's CRIS system. All CABS formatted Connectivity Bills shall be in accordance with CABS guidelines and the requirements of this Section 21. The Billing Party shall document any differences from the industry guidelines, however, the billed Party may request the Billing Party to eliminate differences that impair the billed Party's processing of the CABS bill. If the Parties cannot agree on the elimination of such differences, either Party may pursue the resolution of the dispute through the Dispute resolution process as set forth in Section 5.18. CenturyLink shall follow industry guidelines for CABS-BOS version implementation.

21.3.2.3 **Local Exchange Carrier Invoice System Billing:** For Local Exchange Carrier Invoice System (LEXCIS) output, CLEC may choose to receive bills in the following formats: (1) paper, or (2) automated invoice with pay stub via Email.

21.3.2.4 **Billing and Receivable Tracking Billing:** For Billing and Receivable Tracking (BART) output, bills are provided only on paper. Collocation NRCs, which are billed using BART, shall be given a unique BAN and invoice number per Collocation installation or Augment. Connectivity Charges for existing products and services not billed via BART under this Agreement as of its Effective Date will not be converted to BART billing.

21.4 Bill Processing

21.4.1 For electronic bills, CenturyLink will: (i) process bill data and Customer Service Records ("CSRs') on the same date; (ii) perform all standard CABS BOS or CRIS edits on the UNE bills; (iii) populate activity date with the date of the activity associated with the charges (except for CABS bills, until this functionality is available in CABS); (iv) populate the adjustment thru date with the date through which the adjustment applies; (v) populate adjustment from the date with the date from which the adjustment applies; (vi) populate an audit number with the reference number provided by CLEC, which reference number is included in the transaction; (vii) populate recurring/non-recurring charge indicator with a value of "1" for CABS or "F" for ASCII bills for monthly recurring charges and a value of "2" for CABS or "N" for ASCII bills for non-recurring charges; (viii) populate service established dates with the date on which service was established (except for CABS bills, until this functionality is available in CABS); (ix) separate taxes and surcharges and populate on the appropriate records; and (x) use descriptive local use phrase codes for UNE charges and adjustments.

21.4.2 In those instances where paper bills are issued pursuant to Section 21.3, both Parties agree to accept, process and pay as set forth in Sections 5.4 and 21.8, any and all such paper bill invoices submitted by the other Party that are not in the industry standard formats. PDF (or equivalent of PDF) files that contain accurate paper bill images are considered to be equivalent to paper bills. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement. If the Parties cannot agree on a fee or the reason why an additional copy is needed, CenturyLink shall provide the additional bill copy and then either Party may pursue Dispute resolution procedures pursuant to Section 5.18 to resolve the dispute.

21.4.3 In those instances where bills are electronically transmitted, to avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements, and mutually agree on reasonable specifications and edit requirements to be followed. CLEC and CenturyLink shall provide each other reasonable notice if a Connectivity Billing transmission is received that does not meet the mutually agreed specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) Days from the date that the resubmitted transmission is received in an electronic form (regardless of the receipt of the paper bill) that can be processed and that meets the specifications set forth in this Agreement.

21.4.4 CenturyLink agrees that, if it transmits data to CLEC in a mechanized format, CenturyLink will also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

(a) The BAN shall not contain embedded spaces or low values.

(b) The Bill Date shall not contain spaces or non-numeric values.

(c) Each Connectivity Bill must contain at least one detail record.

(d) Any "From" Date should be equal to or less than the associated "Through" Date and neither date can contain spaces. The condition of "From" date being equal to "Through" Date is appropriate only when the incurred time frame for an expense / credit is the same calendar date.

(e) The Invoice Number must not have embedded spaces or low values.

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21.5 Bill Media Testing Requirements

21.5.1 At least thirty (30) Days prior to CenturyLink sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 Days prior to changing mechanized formats (e.g., from SECAB to CABS), CenturyLink shall send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Agreement. CenturyLink shall also provide to CLEC, located at an address provided by CLEC, CenturyLink's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) Days prior to testing or a change in the CenturyLink's originating or state level company code. CLEC will notify CenturyLink within the time period agreed to by the Parties if Connectivity Billing transmission fails to meet mutually agreed testing specifications. CenturyLink shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions meet CLEC's testing specifications. CenturyLink shall not send CLEC a mechanized Connectivity Bill (except for testing) until such bills meet CLEC's testing specifications. If CenturyLink meets mutually agreed testing specifications, CenturyLink may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) Days, whichever is later.

21.6 Backbilling: CenturyLink may send bills to CLEC or CLEC may send bills to CenturyLink, containing Connectivity Charges found to be unbilled or underbilled ("Backbill(s)" or "Backbilling"), as follows:

21.6.1 Except as provided in Section 21.6.5 below, for erroneous failure to bill or underbilling of any charges incurred by the billed Party under this Agreement, the Billing Party may submit a Backbill to the billed Party for Charges Incurred by the billed Party up to one hundred twenty (120) Days prior to the Bill Date. Information to be contained on the bill when Backbilling occurs is described in Section 21.9. For the purposes of this Section 21.6.1, "Charges Incurred" shall mean: (i) for services charged on a usage-sensitive basis, upon the date on which the usage occurred and was recorded or should have been recorded, and (ii) for all other services, upon the date on which such service or billable activity occurred; or

21.6.2 For failure to bill or underbilling where data exchange with third party Carriers is required, the Billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred twenty (120) Days prior to the Bill Date; or

21.6.3 Where CenturyLink or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, CenturyLink may submit to CLEC, or CLEC may submit to CenturyLink, up to one hundred twenty (120) Days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or Tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by CenturyLink, as a result of, and since the applicable Governmental Requirement Date, unless the regulatory agency, arbitrator, court, or legislature orders otherwise.

21.6.4 CenturyLink and CLEC will exert commercially reasonable efforts not to send Backbills from their Billing systems outside the time periods defined in Section 21.6.1 through 21.6.3, above. In any event, except as provided in Section 21.6.5 below, neither CLEC nor CenturyLink will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 21.6.1 through Section 21.6.3.

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21.6.5 The Billing Party may send Backbills outside of the time periods defined in Section 21.6.1 through Section 21.6.3, but otherwise subject to the limitations in this Agreement applicable to Billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the Billing Party, the Parties may agree upon other time periods for Backbilling.

21.6.6 Notwithstanding the foregoing, CenturyLink will not process, or charge CLEC for, Maintenance and Repair charges that CenturyLink does not post by the second Bill Date after the Maintenance and Repair occurred.

21.7 Measurement of Connectivity Charges

21.7.1 CenturyLink shall bill CLEC for each Unbundled Network Element, UNE Combination, resold service or other product or service included in this Agreement supplied by CenturyLink to CLEC pursuant to this Agreement based on the actual Connectivity Charges incurred. Measurement of usage-based Connectivity Charges shall be in actual conversation seconds based upon a tenth of a second increment. For switched access calls originating from a UNE Switch Carrier elapsed time will be used instead of conversation time. The total conversation and elapsed second per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute. For resale services provided under this Agreement, the total conversation time shall be measured and rounded in accordance with CenturyLink's Tariff and billed at the discounted rate called for in this Agreement.

21.8 Billing Questions, Escalations and Disputes

21.8.1 Each Party shall provide the other Party, at no additional charge, contact billing representative(s) for resolving any Billing and payment questions or problems under this Agreement.

21.8.2 If the billing representative(s) is unable to resolve the problem or provide the requested information to the Party's satisfaction, the Party may escalate through each level of the other Party's billing management organization. A Party may initiate an escalation for any issue, at any time, and at any escalation point. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for resolution of the dispute.

21.8.3 Disputed amounts may be withheld subject to the provisions of this Section 21.8. At a minimum, CLEC and CenturyLink shall pay all undisputed amounts due for Connectivity Charges, as set forth in Section 5.4.

21.8.4 To dispute Connectivity Charges, a Party will follow the procedures in this Section:

21.8.4.1 *Initiation of Dispute*. Should CLEC or CenturyLink dispute, in good faith, any portion of the Connectivity Charges under this Agreement, the Parties will notify each other, in writing (which may include Email, if the Parties exchange Email addresses for this purpose), within fifteen (15) Days following the payment Due Date identifying the amount of, and reason and rationale for, such dispute. Where the format or lack of mechanization of bills makes it impracticable for a Party to dispute

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bill amounts by WTN or Circuit ID, a dispute based on summary records shall be acceptable.

21.8.4.2 Acknowledgement of Dispute. The Party receiving notice of a dispute will provide acknowledgement of the dispute to the disputing Party within two Business Days of receipt of the notice of dispute. The acknowledgement will contain information identifying the dispute.

21.8.4.3 Investigation and Resolution of Dispute. 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 the dispute through informal means prior to initiating any other rights or remedies. In addition, where a dispute is based on summary records, the billing Party shall determine by WTN all the cases where discrepancies identified on a summary basis exist. If the Parties have not resolved the dispute within thirty (30) Days of receipt of the notice of dispute, the billing Party will provide the disputing Party with a written status update. If at any point the billing Party concludes that it will deny the dispute, the billing Party will provide to the disputing Party a written statement of the denial and the reasons and rationale for the denial. CenturyLink personnel involved in billing and disputes shall have access to all Billing data that CenturyLink provides to CLEC, in the format provided to CLEC (such as BillMate®), to facilitate communication about Billing matters. In the event of a Billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) Days of written notice of the dispute.

21.8.4.4 If the issues are not resolved within the allotted time frame, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the Persons with direct responsibility for administration of this Agreement (Designated Representative). The Designated Representatives shall meet 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 Designated Representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

21.8.4.5 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) Days after the Parties' appointment of Designated Representatives, the dispute will be resolved in accordance with the procedures set forth in Section 5.18 of this Agreement.

21.8.5 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges in the amount set forth in Section 5.4.8 ("Late Payment Charges"). If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

21.8.6 If a Party pays the charge disputed at the time of payment or at any time thereafter pursuant to Section 21.8.7, and the dispute is resolved in favor of the disputing Party, the Billing Party shall, no later than the second Bill Date after resolution of the dispute, credit the disputing Party's invoice that contained the disputed charges for the disputed amount and any associated interest, except as described below. If the disputed amount, including interest, is greater than the undisputed past due balance on the invoice that contained the disputed charges, and the disputing Party has undisputed past due balances on other invoices, the Billing Party shall apply the credit to another invoice with an undisputed past due balance and provide to the disputing Party a notice that identifies the invoice credited, in addition to the information described in Section 21.9.2. When the dispute is resolved in favor of the disputing Party, if the disputing Party has no undisputed past due balances, or if the credit, including interest, is greater than all undisputed past due balances, the Billing Party shall pay the disputed amount (less any undisputed past due balances) and any associated interest to the disputing Party by wire transfer. The interest calculated on the disputed amounts will be the same rate as Late Payment Charges. In no event, however, shall any Late Payment Charges be assessed on any previously assessed Late Payment Charges.

21.8.7 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in Section 21.8.4.1, the Party may dispute the bill at a later time through an informal process, through the process otherwise set forth in Sections 21.8.3 and 21.8.4, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute resolution provision in Section 5.18 of this Agreement, or pursuant to applicable state statutes or Commission rules.

21.9 Bill Adjustments

21.9.1 Subject to the terms of this Agreement, CenturyLink will reimburse CLEC for incorrect Connectivity Charges or overcharges; products or services interrupted or ordered or requested but not delivered; Resold Services, UNEs, or UNE Combinations of poor quality; and installation problems if caused by CenturyLink. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill.

21.9.2 When CenturyLink processes an adjustment or Backbilling, CenturyLink shall provide at least the following information: (a) amount of adjustment or Backbilling by USOC; (b) applicable Bill Dates for the bill(s) being disputed (as well as the Bill Date for the bill on which the adjustment appears); (c) USOC description or, if none, reason code or description; (d) WTN or Circuit ID, whichever is applicable; (e) for Maintenance and Repair charges, date on which the charge was incurred for charge being adjusted; (f) audit reference number when provided by CLEC; and (g) additional information reasonably necessary to identify the charge being adjusted. Each adjustment or Backbilling will be separately identified. CenturyLink may, however, combine adjustments or Backbilling for multiple disputes or USOCs when they are related, if CenturyLink provides sufficient additional information to CLEC from which CLEC can relate the adjustments to the CLEC's individual disputes.

21.10 Information Service Provider (976) Charges

CenturyLink does not now and will not during the term of this Agreement offer or bill 976 services in the state of Arizona. If 976 service is provided by another Carrier in Arizona, nothing in this Agreement obligates either Party to bill and collect any Information Service provider (976) charges from their respective End User Customers.

21.11 Alternatively Billed Calls

21.11.1 "Alternatively Billed Calls" are calls that are billed as collect calls or billed to a third number. CLEC shall place the appropriate block (or order such block from CenturyLink) on each of its End User Customer lines to prevent all collect and third party calls. If such blocks are not on End User Customer lines, CLEC shall be responsible for the calls at retail rates minus the wholesale discounts. When a block is in place on a line and such Alternatively Billed Calls occur, the originating Party is responsible for Billing the appropriate Carrier or End User Customer. If such charges appear on a Party's bill, the billed Party is not responsible for payment of such charges by the End User Customer or to the other Party.

21.11.2 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - If the blocks described in Section 21.11.1 are not on End User Customer's lines, CenturyLink will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever such blocks are not on the lines and the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

21.12 UNE, UNE Combination, or Resold Service

21.12.1 CLEC shall be responsible for providing billing information to its End User Customers.

21.12.2 CenturyLink shall recognize CLEC as the Customer of record for all UNEs, UNE Combinations, or resold service and will send all notices, bills and other pertinent information directly to CLEC. The bill will include sufficient data to enable CLEC to reconcile the billed charges with the recorded call information furnished in accordance with the requirements of Section 21.14.1.1.

21.12.3 CLEC shall not be liable for any records packaging and transmission charges associated with call information not furnished by CenturyLink to CLEC (i) within thirty (30) Days after the date such usage was incurred, if recorded on a CenturyLink Switch, or (ii) within one hundred twenty (120) Days after the date such usage was incurred and recorded, if recorded on the Switch of a Carrier other than CenturyLink. In addition, CLEC shall not be liable for any Connectivity Charges which cannot be reconciled with call information received by CLEC from CenturyLink.

21.13 CenturyLink Toll Service

21.13.1 If, during the term of this Agreement, CenturyLink offers toll service to CLEC's End User Customers, the line will carry a 0432 PIC/LPIC and CenturyLink must establish its own Billing relationship with such End User Customers. CenturyLink may not bill CLEC, and CLEC shall have no obligation to pay CenturyLink, for toll service CenturyLink provides to CLEC's local End User Customer's when the line carries a 0432 PIC/LPIC. In addition, CLEC shall have no obligation to bill CLEC local service End User Customer's for toll service provided by CenturyLink. If a CenturyLink PIC/LPIC other than 0432 and 5123 is used, it shall be treated the same as the 0432 PIC/LPIC. When the line carries a 5123 LPIC, CenturyLink will treat toll usage as resold. CenturyLink will bill CLEC for the toll at retail rates minus the wholesale discount listed in Exhibit A. CenturyLink will also pass to CLEC a Category 10 ODUF record for such 5123 toll usage so that CLEC may bill its End User Customer. If at any time CenturyLink introduces a new PIC/LPIC code for its toll, CenturyLink shall notify CLEC of the new PIC and whether toll generated with that PIC will be treated as resold toll or as CenturyLink-billed toll. Any conversions required as a result of the new PIC will be CenturyLink's responsibility. CenturyLink will work with CLEC to convert CLEC's End User Customers on the 5123 PIC/LPIC

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to a different CenturyLink PIC/LPIC if CLEC desires. A special coded "language" has been developed within the Carrier industry so communication of subscription activity between the Carriers and Local Operating Companies could be standardized and universal. The overall language is generally referred to as Customer Account Record Exchange (CARE) and is broken down into numeric codes to send subscription transactions back and forth. The Parties may elect to use such CARE processes. CLEC currently uses a CARE process. If a Party elects not to use or continue to use such a CARE process, the Party also has the option of not offering such toll service, unless required to do so by law. If a Party elects not to offer such toll service, that Party is responsible for contacting its End User Customers and arranging for transfer of their service.

21.14 Recording and Exchange of Call Detail and Usage Records

21.14.1 Daily Usage Files (DUF)

21.14.1.1 CenturyLink agrees to record call information in accordance with this Section. To the extent Technically Feasible, for resale, UNEs and UNE Combinations, CenturyLink shall record all call detail information associated with every call originated or terminated to the other Party's local exchange End User Customer, with the exception of terminating local calls and local calls originating from resold lines for which CLEC purchases flat rated local service, unless such originating or terminating local calls are billable to CLEC. CenturyLink shall provide these records to CLEC, and these records shall be formatted pursuant to OBF's EMI standards and the terms and conditions of this Agreement. CenturyLink agrees that it will retain, at its sole expense, copies of all EMI records transmitted to CLEC for at least one hundred and eighty (180) Days after transmission to the other Party. Switched Access records are not available on resale.

21.14.1.2 CLEC agrees to record call information in accordance with this Section. Unless CenturyLink notifies CLEC in writing that CLEC may discontinue doing so, CLEC shall provide to CenturyLink access records. The access records provide CenturyLink with usage by CLEC end office of originating switched access usage. These records are in industry standard Category 11 Exchange Message Interface (EMI) format. Category 1101 series records are used to exchange detail Meet Point Billed access minutes-of-use. CenturyLink will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records. The CLEC may charge CenturyLink for these records in accordance with Exhibit A.

21.14.1.3 Daily Usage File(s) (DUF) provide the accumulated set of usage records or call information (call detail) for a given day as captured or recorded by the network Switches.

21.14.1.4 CLEC may choose to receive DUF in the following media types: File Transfer Protocol (FTP) (direct only, dedicated circuit), Network Data Mover (NDM) (dedicated circuit or dial-in), or Web access. CLEC specifies the media type and method of receiving the DUF on the Customer Questionnaire, if they have not been previously provided, as set forth in Section 3.2.2.

21.14.1.5 The DUF may include unrated usage records; for alternately billed calls, rated usage records; and if applicable, access records.

21.14.1.6 CenturyLink shall provide DUF to CLEC in OBF Exchange Message Interface

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(EMI) format. This EMI format is outlined in the document SR-320, which can be obtained directly from Alliance for Telecommunication Industry Solution (ATIS). Recorded call information will conform to EMI guidelines for each applicable recorded usage record and record type. Applicable usage records are dependent on the class of service for each account. For example, a measured class of service includes all local usage records, but a flat class of service does not include local usage.

21.14.1.7 CenturyLink processes recorded usage records daily. CenturyLink shall check recent service order activity prior to sending records to the DUF to ensure usage is processed correctly. Unless CLEC indicates otherwise, CenturyLink shall transmit separate DUF to CLEC daily, Monday through Friday, excluding CenturyLink holidays. CLEC also has the option of receiving the DUF on a weekly or monthly basis. If there is no usage recorded on a particular day, CLEC will not receive a file or any notice from CenturyLink that usage was not recorded, and CenturyLink will not transmit a file. If there was usage but CenturyLink did not transmit the usage to CLEC, Section 21.14.4 shall apply.

21.14.1.8 All access and non-access records shall be provided in files containing packs of data with no more than the number of records per pack provided by applicable industry standards. In addition, CenturyLink shall send no more than 99 packs per Regional Accounting Office (RAO) per file. In the event that the number of packs approaches 95 per RAO, CenturyLink agrees to negotiate the increase of the number of records per pack within a reasonable period of time after receiving written notice from CLEC.

21.14.1.9 The Daily Usage Record File contains multi-state data for the data processing center generating this information. Individual state identification information is contained with the message detail. CenturyLink will provide this data to CLEC with the same level of precision and accuracy it provides itself.

21.14.1.10 The DUF will be provided for Resale. The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

21.14.1.11 Each Party shall provide timely written notification to the other Party if records are not sent according to this Section 21.14. The Party which should have sent the records will provide the other Party with a summary of the type of records that it is re-sending or that will be sent for the first time outside of the process described in this Agreement, identifying the date and manner in which the records will be sent. The Party will send the summary of the number and type of such records on the same day, or within one business day, of sending such records. The Party which was to have sent the records will provide regular status updates to the other Party regarding the record retrieval process.

21.14.1.12 At CLEC's request, CenturyLink shall separate the usage records and call information between Other Daily Usage Files (ODUF) and Access Daily Usage Files (ADUF).

21.14.1.12.1 Other Daily Usage Files (ODUF)

21.14.1.12.1.1 Some types of calls generate records that are billable to CLEC End User Customers. These records shall be included in CenturyLink's ODUF.

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21.14.1.12.1.2 Once CLEC becomes the provider of record on a line, CenturyLink will report to CLEC, via the ODUF, all applicable billable usage. Examples of some recorded billable usage records CLEC will receive on the ODUF are Directory Assistance (DA), Directory Assistance Complete A Call (DACC), Busy Line Verify (BLV), Busy Line Interrupt (BLI), Local Measured Service (LMS), usage sensitive CLASS(tm) features, and CenturyLink provided intraLATA toll. CenturyLink will not report to CLEC, via the ODUF, non-billable records. Examples of some non-billable records include uncompleted calls, 911 calls, reciprocal compensation records, records that are more than ninety (90) Days old, and study records.

21.14.1.12.1.3 If CLEC establishes as a Reseller only, CenturyLink will only provide recorded usage records on the ODUF. A single ODUF file will be created per CRIS region (Central, Eastern or Western). The recorded usage records within each ODUF file are sorted internally by the originating number's, or for alternatively billed calls, the billing number's, Regional Account Office (RAO), creating multiple "packs" of recorded usage records in each ODUF. For example, all recorded usage records in RAO 153 are packed together with a header/trailer while all recorded usage records in RAO 062 are packed together with a different header/trailer, but both of these "packs" appear in the single ODUF file.

21.14.1.12.1.4 ODUF records shall be in industry standard Exchange Message Interface (EMI) Category 01 (rated) and 10 (unrated) formats. Category 01 and 10 records provide mechanized record formats that can be used to exchange local and originating usage information between CenturyLink and CLEC. Category 010101, 010104, 010105, 010116, 010118, 010119, 010125, 010131, 010132, 010135, 010137, 100101, 100116, 100118, 100119, 100131, 100132, and 100137 are common EMI record types that are used to exchange detailed local and intraLATA toll usage information.

21.14.1.12.2 Access Daily Usage File (ADUF)

21.14.1.12.2.1 Switched Access Service calls that are either originated or terminated by CLEC End User Customers create records that are billable to the Interexchange Carrier (IXC) that provides the long distance (intraLATA and interLATA) service and shall be included in CenturyLink's ADUF. ADUF records are those that CLEC can use to bill IXCs for Switched Access Services.

21.14.1.12.2.2 If CLEC is established as a UNE provider, CenturyLink will provide to CLEC originating and terminating switched access records in the ADUF. All switched access records shall be packed into a single file per CRIS region.

21.14.1.12.2.3 ADUF records will be in industry standard Exchange Message Interface (EMI) Category 11 format. Category 11 records provide mechanized record formats that can be used to exchange access usage information between CenturyLink and CLEC. Category 110101, 110201, 110105, and 110125 are common EMI record types that are used to exchange detailed access usage information.

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21.14.2 Meet Point Billing

21.14.2.1 "Meet Point" and "Meet Point Billing" or "MPB" are defined in Section 4 of this Agreement.

21.14.2.2 As detailed in the MECAB or SECAB guidelines, CenturyLink and CLEC will, in a timely fashion, exchange all information necessary to accurately, reliably, and promptly bill Access Service Customers for Switched Access Services traffic jointly handled by CenturyLink and CLEC via the Meet Point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

21.14.2.3 CenturyLink and CLEC will exchange all information necessary to enable each Party to transmit usage data to the other Party. Subsequent to the exchange of transmission information, the tandem Party, as the subsequent Billing Company, will provide the end office Party, as the initial Billing Company (IBC), detailed Exchange Access usage data (EMI Category 11-01) within ten (10) Days of the actual usage date. The IBC will perform its responsibilities, as defined by MECAB or SECAB, and provide usage data (EMI Category 11-01) within ten (10) Days of the actual usage date.

21.14.2.4 CenturyLink and CLEC shall work cooperatively to coordinate rendering of Meet Point bills to Access Service Customers and shall reciprocally provide each other usage data and related information. Billing to Access Service Customers for the Switched Access Services jointly provided by CenturyLink and CLEC via the MPB arrangement shall be according to the multiple bill/multiple Tariff method as described in the MECAB or SECAB guidelines. This means each Party will bill the Access Service Customer for the portion of service it provided at applicable rates as specified by each Party.

21.14.2.5 Should either Party desire to change the Billing/Tariff method, CenturyLink and CLEC may mutually agree to implement one of the following options for Billing to third parties for the Switched Access Services jointly provided by CenturyLink and CLEC via the MPB arrangement: single bill/single Tariff method; single bill/multiple Tariff method; or continue the multiple bill/multiple Tariff method. Should either Party prefer to change among these Billing methods, that Party shall notify the other Party in writing of such a request ninety (90) Business Days in advance of the date on which such change is desired to be implemented. If the Parties mutually agree to the change(s), such changes will be made in accordance with MECAB or SECAB guidelines.

21.14.2.6 If MPB data is not processed and delivered by either CenturyLink or CLEC and sent to the other Party within fifteen (15) Days of the relevant recording period and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

21.14.2.7 If MPB data is not submitted within fifteen (15) Days of the relevant recording period or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in Billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times a monthly rate that shall not exceed the Late Payment Charge set forth in Section 5.4.8, compounded daily for the number of days from

the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

21.14.2.8 Errors in MPB data exchange by the Parties may be discovered by CLEC, CenturyLink or the billable IXC. Both CLEC and CenturyLink agree to provide the other Party with notification of any discovered errors within two (2) Business days of the discovery. The other Party shall correct the error within eight (8) Business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 21.14.4 of this Agreement and compensate the other for the lost MPB Billing data.

21.14.3 Carrier Identification Codes

21.14.3.1 Upon either Party's request, a Party will provide valid lists and ongoing updates of all Carrier Identification Codes ("CIC") and associated Billing information for each Party's tandem to ensure accurate Billing in accordance with guidelines adopted by and contained in the OBF's MECAB, SECAB or MECOD documents (whichever is applicable).

21.14.3.2 Each Party will provide the other Party with a CIC on each EMI record transmitted to the other Party for which a CIC code is applicable.

21.14.3.2.1 When CenturyLink does not make available EMI records, CenturyLink will provide CLEC with toll usage traffic information sufficient to allow CLEC to bill CenturyLink for such usage. CenturyLink will provide this information to CLEC via a report, currently known as the Toll Usage Tracking (TUT) report, which includes the ILEC additive (for Independent Local Exchange Carrier traffic where CenturyLink is an IntraLATA toll Carrier) to the CenturyLink minutes.

21.14.4 Lost or Undelivered Data

21.14.4.1 CLEC recorded usage data determined to have been lost, damaged or destroyed as a result of an error or omission by CenturyLink shall, upon CLEC request, 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 in writing.

21.14.4.1.1 This estimate shall be used to adjust amounts CLEC owes CenturyLink for Category 11 or DUF record charges in Exhibit A for the records associated with the lost or undelivered data.

21.14.4.1.2 When CenturyLink is unable to deliver such usage to CLEC for all usage (missing records) or the usage date on messages delivered is more than ninety (90) days old (stale records), this estimate shall also be used to determine the amount CenturyLink owes CLEC for the usage charges that would have applied to those records when CLEC billed IXC(s). For usage that is charged on a

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per minute basis, such usage charges shall be computed by taking the aggregate minutes of the stale records, or an estimate of usage of missing minutes, and multiplying those minutes by the rates in the CLEC Tariff, using a fifty percent (50%) interstate use (PIU) factor, unless the Parties agree otherwise. For usage that is charged on a per message (not per minute) basis, revenue owed to CLEC shall be calculated by multiplying the number of messages by the rate in the CLEC Tariff. If there is no CLEC Tariff rate, a mutually agreed upon rate will apply.

21.14.4.1.2.1 For certain usage, CenturyLink bills CLEC rates pursuant to Exhibit A (e.g., directory assistance). In these instances, if CenturyLink has both not billed CLEC such charges and such usage is lost or undelivered, CenturyLink may subtract such charges from the total amount owed to CLEC pursuant to Section 21.14.4.1.2. If CenturyLink subtracts charges pursuant to this Section, CenturyLink shall provide to CLEC an itemized list of each element(s) and rate(s) for the charges subtracted.

21.14.4.2 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. 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.

21.14.4.3 Complete Loss - 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, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

21.14.4.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, CenturyLink shall secure message/minute counts for the five (5) corresponding business days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

21.14.4.5 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.

21.14.4.6 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.

21.14.4.7 If the loss occurs on Mother's Day or Christmas, CenturyLink shall use volumes from that day in the preceding year multiplied by a growth rate mutually agreed upon by the Parties.

21.14.4.8 CLEC may also request data be provided that has previously been successfully provided by CenturyLink to CLEC. CenturyLink shall re-provide such data, if available, at a charge mutually agreed to by the Parties.

21.14.4.9 When CLEC has lost data that CenturyLink is entitled to under the terms of this Agreement, the above terms and conditions apply equally to CLEC.

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21.14.5 Recording and Data Exchange Questions, Escalations, and Disputes

21.14.5.1 Each Party shall provide the other Party, at no additional charge, a recording and usage representative(s) for resolving any recording and data exchange questions or problems under this Agreement.

21.14.5.2 The procedures and timeframes for initiating, acknowledging, escalating, and resolving Billing disputes set forth in Section 21.8 apply equally to disputes regarding call recording and exchange of record information. Nothing in Section 21.8 or this Section shall prevent a Party from seeking expedited resolution of an issue through escalation or Dispute resolution as needed.

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SECTION 22.0 - PRICING

22.1 General Principles

22.1.1 The rates in Exhibit A apply to the services provided pursuant to this Agreement.

22.1.2 If CenturyLink offers discounts or other promotional terms to other CLECs pursuant to Sections 251(c) and 252 of the Act, such terms shall be made available to CLEC. CenturyLink will inform CLEC and/or the Commission when CenturyLink provides such terms to another CLEC. Regarding promotional offerings for Resale, see Section 6.2.2.1.

22.1.3 Reciprocal Charges: See Section 7.3 for reciprocal compensation. To the extent that CLEC provides services to CenturyLink, other than bill and keep for reciprocal compensation, or services provided pursuant to this Agreement at the rate in Exhibit A, CLEC may apply its tariffed rates as provided in Section 22.1.3.1.

22.1.3.1 Unless specified otherwise: in this Agreement:, (1)The rates CLEC charges for Interconnection services will be equivalent to CenturyLink's rates for comparable Interconnection services when CLEC reciprocally provides such a service or functionality; and (2) Rates, terms and conditions for all other services, not related to Interconnection, are set forth in the applicable CLEC Tariff, as it may be modified from time to time.

22.2 Time and Materials – Calculation of Charges

22.2.1 If CLEC requests or approves that a CenturyLink technician perform special installation, maintenance, conversion, testing, escort or similar services, for which there is an hourly charge under this Agreement, CLEC will pay the labor rates for such services as specified in Exhibit A, including requests for installation or conversion outside of normal business hours for the product or service requested. Normal business hours for products and services are identified in this Agreement. If CLEC requests that CenturyLink perform work outside of the normal business hours for the product or service requested, CLEC will be obligated to pay appropriate overtime or premium rates for that work. If CLEC requests that work be performed during the normal business hours for the product or service requested and CLEC is prepared for CenturyLink to perform the work during the normal business hours, CLEC will not be subject to overtime or premium rates if CenturyLink determines that the work is required to be performed outside of the normal business hours for the product or service requested.

22.2.1.1 Regarding joint repair appointments, see Section 9.2.5.2.1 and Section 6.6.4.1.

22.2.2 CenturyLink will manage and apply such charges in a non-discriminatory manner that is equivalent to CenturyLink's internal management and assignment of these costs. Basic charges apply when the CenturyLink technician performs work during normal business hours for the product or service requested. Overtime charges apply when CLEC authorizes (or is deemed to authorize pursuant to Section 22.2.1) the CenturyLink technician to perform work on a business day, but outside normal business hours for the product or service requested, or on a Saturday. Premium charges apply when CLEC authorizes (or is deemed to authorize pursuant to Section 22.2.1) the CenturyLink technician to perform work on either a Sunday or CenturyLink recognized holiday.

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22.3 Changes in Retail Service Rates

CenturyLink will provide a notice via the CMP email distribution list of all Tariff filings on the date filed or in compliance with Commission rules, whichever is earlier, which contains a description of the filing including the section of the Tariff being amended or newly included, and a brief description of the subject matter of the Tariff as well as the effective date. If retail rates change after the Effective Date of this Agreement, the applicable discount shall be applied to the changed retail rate from the effective date of the rate change(s).

22.4 Interim Rates

22.4.1 The Parties acknowledge that only some of the prices contained in Exhibit A have been approved by the Commission in a cost case. Prices that have not been approved by the Commission shall be considered interim and subject to the following provisions.

22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case, including ICB rates, shall be considered as interim rates ("Interim Rates") by the Parties, applicable until changed by agreement of the Parties or by order of the Commission.

22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. Each Party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2.

22.4.1.3 Nothing in this Agreement shall waive any right of either Party to request a cost proceeding at the Commission to establish a Commission-approved rate to replace an Interim Rate.

22.5 ICB Pricing

If CLEC requests a product or service that is identified on Exhibit A as ICB, or for which CenturyLink would otherwise charge an ICB rate, CenturyLink shall develop a cost-based rate based upon the particular circumstances of the requested product or service for review by the Commission within 60 Days of offering the rate to CLEC. At the same time, CenturyLink may also file a written substantiation of the need for ICB pricing for any subsequent requests for the product or service. CLEC may order, and CenturyLink shall provision, such product or service using such CenturyLink proposed rate until the Commission orders a rate. The CenturyLink proposed rate shall be an Interim Rate under this Agreement. ICB pricing shall apply to all subsequent requests for the product or service if the Commission so determines.

22.6 Unapproved Rates

22.6.1 If CenturyLink offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket ("Unapproved rate"), CenturyLink shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within

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sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) CenturyLink offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate, CLEC may order, and CenturyLink shall provision, such product or service using such CenturyLink proposed rate until the Commission orders a rate. In such cases, the CenturyLink proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.

22.6.1.1 If the Parties do not agree on a negotiated rate, the Commission does not establish an Interim rate, and CenturyLink does not submit a proposed rate and related cost support to the Commission within the time period described in Section 22.6.1, the Unapproved rate(s) in Exhibit A do not apply. CenturyLink must provision the products and services pursuant to the terms of this Agreement, at no additional charge, until CenturyLink submits the rate and related cost support to the Commission for approval.

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SECTION 23.0 - NETWORK STANDARDS

23.1 The Parties recognize that CenturyLink services and Network Elements have been purchased and deployed, over time, to Telcordia and CenturyLink technical standards. Specification of standards is built into the CenturyLink purchasing process, whereby vendors incorporate such standards into the equipment CenturyLink purchases. CenturyLink supplements generally held industry standards with CenturyLink Technical Publications.

23.2 The Parties recognize that equipment vendors may manufacture Telecommunications Equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

23.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

23.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification

Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

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GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

23.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B.

23.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

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TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

23.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

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FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

23.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, CenturyLink has developed its own standards for some Network Elements, including:

CenturyLink Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Telecommunications Equipment Installation Guidelines - #77350

23.5 CenturyLink Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. CenturyLink provides all of its Technical Publications at no charge via web site: http://www.CenturyLink.com/techpub/.

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SECTION 24.0 - COMMINGLING

24.1 General Terms

24.1.1 Availability

24.1.1.1 Except as provided herein, and not withstanding anything to the contrary in the definition of Commingling in Section 4 of this Agreement, CenturyLink shall permit CLEC to Commingle a UNE or Combination of UNEs with other wholesale facilities and services obtained from CenturyLink pursuant to any method other than unbundling under section 251(c)(3) of the Act, including any services offered for resale.

24.1.1.2 Resale. Except as provided herein, to the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Services are available for Commingling under the terms and conditions of this Agreement and/or the terms and conditions of CenturyLink's applicable product Tariffs, price lists, or other Telecommunications Services offerings.

24.1.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and special Access Services offered pursuant to Tariff), and upon request, CenturyLink shall perform the necessary functions to provision such Commingling. For Commingled services, CLEC will be required to provide the Connecting Facility Assignment (CFA) as provided in Section 9.23.6.1.4. CenturyLink shall not deny access to a UNE on the grounds that the UNE or UNE Combination is connected to, attached to, linked to, or combined with, a facility or service obtained from CenturyLink, or shares part of CenturyLink's network with Access Services or inputs for mobile wireless services and/or interexchange services. All requests for Commingling will be subject to the terms and conditions in this Section.

24.1.2.1 The UNE component(s) of any Commingled arrangement is governed by the applicable terms of this Agreement. The other component(s) of any Commingled arrangement is governed by the terms of the alternative service arrangement pursuant to which that component is offered (e.g., CenturyLink's applicable Tariffs, price lists, catalogs, or commercial agreements). Performance measurements and/or remedies under this Agreement apply only to the UNE component(s) of any Commingled arrangement. CenturyLink is not relieved from those measurements and remedies by virtue of the fact that the UNE is part of a Commingled arrangement.

24.2 Ratcheting Not Required

24.2.1 To the extent that CLEC requests CenturyLink, pursuant to this Section, to Commingle a UNE or a UNE Combination with one or more facilities or services that CLEC has obtained at wholesale from CenturyLink, CenturyLink

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will not be required to bill that wholesale circuit at multiple rates, otherwise known as Ratcheting. Such Commingling will not affect the prices of UNEs or UNE Combinations involved. CLEC shall be assessed the Tariffed rate, or resale rate, or the rate from other CenturyLink wholesale service offerings, (including ICB offerings) as appropriate, for the non-UNE service. Although Ratcheting is not required, CenturyLink shall not deny access to a UNE on the ground that the UNE or UNE Combination shares part of CenturyLink's network with Access Services or inputs for mobile wireless services and/or interexchange services. CenturyLink shall not refuse to Commingle a UNE with special access or other wholesale services because CenturyLink multiplexes traffic for multiple Customers onto one facility within its own network.

24.2.1.1 A multiplexed facility will be ordered and billed at the rate in Exhibit A if all circuits entering the multiplexer are UNEs or the UNE Combination terminates at a Collocation, as described in Section 9.23. In all other situations when CLEC orders multiplexing with a UNE (e.g., CLEC orders a UNE Loop in combination with CenturyLink special access transport), the multiplexed facility will be ordered and billed pursuant to the applicable Tariff.

24.3 Commingled EELs

24.3.1 See Section 9.23.4.1 regarding Service Eligibility Criteria for High Capacity EELs, including Commingled EELs.

24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL, see Exhibit C. For the other component of the EEL the service interval is governed by the terms of the alternative service arrangement pursuant to which that component is offered (e.g. CenturyLink's applicable Tariffs, price lists, catalogs, or commercial agreements).

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SECTION 25.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

Re-Invent Telecom, LLC	**Qwest Corporation dba CenturyLink QC**
DocuSigned by: Shane Gregory EE746E48D4024CC...	05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen
Signature	Signature
Shane Gregory	Larry Christensen
Name Printed/Typed	Name Printed/Typed
Director of Operations	Director - Wholesale Contracts
Title	Title
7/30/2012	7/30/2012
Date	Date

Re-Invent Telecom, LLC / CenturyLink Exhibit A
Compliance Filing

	Bill & Keep			Notes		
	Recurring	Recurring, per Mile	Non-Recurring	RFC	RFC per Mile	NRC
	Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.0 Resale						
6.1 Wholesale Discount Rates, does not apply to Service Quality Credits						
6.1.1 Basic Exchange Residential Line Service	12%		18%	A		A
6.1.2 Basic Exchange Business Line Services	18%		18%	A		A
6.1.3 All Other Qwest's Telecommunications Services	18%		18%	A		A
6.1.4 Product Specific Nonrecurring Charge			18%			A
6.1.5 Public Access Line (PAL) Service	18%		18%	A		A
6.1.6 Contract Service Arrangements	18%		18%	1		1
6.2 Customer Transfer Charge (CTC)						
6.2.1 CTC for POTS Service, per Line						
6.2.1.1 Residence			$5.00			D, 5
6.2.1.2 Business			$5.00			D, 5
6.2.1.3 ISDN			$5.00			D, 5
6.2.2 CTC for Private Line Transport Services						
6.2.2.1 First			$41.05			D, 5
6.2.2.2 Each Additional			$41.05			D, 5
6.2.3 CTC for Advanced Communications Services, per Circuit			$51.57			D, 5
7.0 Interconnection Facility Options						
7.1 Entrance Facilities				6		
7.1.1 Intentionally Left Blank						
7.1.2 DS1	$89.42		$256.87	C		C
7.1.3 DS3	$357.16		$256.87	C		C
7.2 LIS EICT						
7.2.1 Per DS1	$0.00		$0.00	A		A
7.2.2 Per DS3	$0.00		$0.00	A		A
7.3 Direct Trunked Transport				6		
7.3.1 DS0 (Recurring Fixed & per Mile)						
7.3.1.1 Over 0 to 8 Miles	$52.27	$0.00		A	A	
7.3.1.2 Over 8 to 25 Miles	$52.27	$0.00		A	A	
7.3.1.3 Over 25 to 50 Miles	$52.27	$0.00		A	A	
7.3.1.4 Over 50 Miles	$52.27	$0.00		A	A	
7.3.2 DS1 (Recurring Fixed & per Mile)						
7.3.2.1 Over 0 to 8 Miles	$35.98	$0.65		C	C	
7.3.2.2 Over 8 to 25 Miles	$35.99	$0.94		C	C	
7.3.2.3 Over 25 to 50 Miles	$36.00	$1.75		C	C	
7.3.2.4 Over 50 Miles	$36.00	$1.59		C	C	
7.3.3 DS3 (Recurring Fixed & per Mile)						
7.3.3.1 Over 0 to 8 Miles	$243.17	$13.32		C	C	
7.3.3.2 Over 8 to 25 Miles	$246.16	$15.90		C	C	
7.3.3.3 Over 25 to 50 Miles	$250.66	$22.91		C	C	
7.3.3.4 Over 50 Miles	$249.26	$22.49		C	C	
7.4 Multiplexing						
7.4.1 DS1 to DS0	$200.08		$268.62	A		1, 5
7.4.2 DS3 to DS1	$228.05		$263.87	A		A
7.5 Trunk Nonrecurring Charges						
7.5.1 DS0 Interface (see rates in 7.5.2)						
7.5.1.1 First Trunk						
7.5.1.1.1 Installation			$7.60			14
7.5.1.1.2 Disconnect			$0.53			14
7.5.1.2 Each Additional Trunk						
7.5.1.2.1 Installation			$7.60			14
7.5.1.2.2 Disconnect			$0.53			14
7.5.2 DS1 Interface						
7.5.2.1 First Trunk						
7.5.2.1.1 Installation			$7.60			A
7.5.2.1.2 Disconnect			$0.53			A
7.5.2.2 Each Additional Trunk						
7.5.2.2.1 Installation			$7.60			A

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7.5.2.2.2 Disconnect			$0.53			A
7.5.3 DS3 Interface						
7.5.3.1 First Trunk						
7.5.3.1.1 Installation			$7.60			A
7.5.3.1.2 Disconnect			$0.53			A
7.5.3.2 Each Additional Trunk						
7.5.3.2.1 Installation			$7.60			A
7.5.3.2.2 Disconnect			$0.53			A
7.6 Exchange Service (EAS/Local) Traffic						
7.6.1 End Office Call Termination, per Minute of Use	$0.00097			C		
7.6.2 Tandem Switched Transport, per Minute of Use	$0.000550			B		
7.6.3 Tandem Transmission (Recurring Fixed & per Mile)						
7.6.3.1 Over 0 to 8 Miles	$0.00079	$0.00		B	B	
7.6.3.2 Over 8 to 25 Miles	$0.00079	$0.00		B	B	
7.6.3.3 Over 25 to 50 Miles	$0.00079	$0.00		B	B	
7.6.3.4 Over 50 Miles	$0.00079	$0.00		B	B	
7.7 Local Traffic - FCC - ISP Rate Caps						
7.7.1 Minute Of Use, as of June 14, 2003, rate in effect until further FCC Action	$0.0007			4		
7.8 Miscellaneous Charges						
7.8.1 Expedite Charge (LIS Trunks)			CenturyLink's Arizona Switched Access Tariff			
7.8.2 Cancellation Charge (LIS Trunks)			CenturyLink's Arizona Switched Access Tariff			
7.8.3 Additional Testing (LIS Trunks)			CenturyLink's Arizona Switched Access Tariff			
7.9 Transit Traffic						
7.9.1 Local & IntraLATA Toll Transit, per Minute of Use	$0.0045			2, 13		
7.9.2 Intentionally Left Blank				2		
7.9.3 Intentionally Left Blank						
7.9.4 Category 11 Mechanized Record Charge, per Record						
7.9.4.1 Mechanized Transit Records	$0.0025			2, 13		
7.10 Jointly Provided Switched Access Services						
7.10.1 Mechanized Access Records	$0.001827			5		
7.11 IntraLATA Toll Traffic	CenturyLink's Arizona Switched Access Tariff	CenturyLink's Arizona Switched Access Tariff				
8.0 Collocation						
8.1 All Collocation						
8.1.1 Planning and Engineering						
8.1.1.1 Intentionally Left Blank						
8.1.1.2 Augment Quote Preparation Fee			$345.00			A
8.1.2 Entrance Facility						
8.1.2.1 Standard, per Fiber Pair	$8.42		$335.47	A		A
8.1.2.2 Cross Connect, per Fiber	$8.50		$388.22	A		A
8.1.2.3 Express, per Cable	$146.47		$5,475.55	A		A
8.1.3 Cable Splicing						
8.1.3.1 Fiber, per Set-Up			$499.69			A
8.1.3.2 Per Fiber Spliced			$22.22			A
8.1.3.3 Per Splice, Copper			ICB			3, 5
8.1.4 Power						
8.1.4.1 -48 Volt DC Power, per Ampere, per Month						
8.1.4.1.1 Power Plant						
8.1.4.1.1.1 Greater Than 60 Amps, per Amp Ordered	$10.75			A		
8.1.4.1.1.2 Equal to 60 Amps, per Amp Ordered	$10.75			A		
8.1.4.1.1.3 Less Than 60 Amps, per Amp Ordered	$10.75			A		

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8.1.4.1.2 Power Usage						
8.1.4.1.2.1 Less Than 60 Amps, per Amp Ordered	$3.64			A		
8.1.4.1.2.2 Greater Than 60 Amps, per Amp Ordered or Used	$7.27			A		
8.1.4.1.2.3 Equal to 60 Amps, per Amp Ordered (uses rate from 8.1.4.1.2	$3.64			1		
8.1.5 AC Power Feed						
8.1.5.1 AC Power Feed (Backup Power), per Amp, per Month						
8.1.5.1.1 120 V	$15.48			A		
8.1.5.1.2 208 V, Single Phase	$26.83			A		
8.1.5.1.3 208 V, Three Phase	$46.42			A		
8.1.5.1.4 240 V, Single Phase	$30.96			A		
8.1.5.1.5 240 V, Three Phase	$53.57			A		
8.1.5.1.6 480 V, Three Phase	$107.13			A		
8.1.5.2 AC Power Feed, per Foot, per A & B Feeder						
8.1.5.2.1 20 Amp, Single Phase	$0.01151		$7.87	A		A
8.1.5.2.2 20 Amp, Three Phase	$0.01427		$9.76	A		A
8.1.5.2.3 30 Amp, Single Phase	$0.01241		$8.49	A		A
8.1.5.2.4 30 Amp, Three Phase	$0.01704		$11.66	A		A
8.1.5.2.5 40 Amp, Single Phase	$0.01459		$9.98	A		A
8.1.5.2.6 40 Amp, Three Phase	$0.02008		$13.74	A		A
8.1.5.2.7 50 Amp, Single Phase	$0.01731		$11.84	A		A
8.1.5.2.8 50 Amp, Three Phase	$0.02417		$16.54	A		A
8.1.5.2.9 60 Amp, Single Phase	$0.01957		$13.39	A		A
8.1.5.2.10 60 Amp, Three Phase	$0.02782		$19.04	A		A
8.1.5.2.11 100 Amp, Single Phase	$0.02423		$16.58	A		A
8.1.5.2.12 100 Amp, Three Phase	$0.03784		$25.89	A		A
8.1.6 Inspector Labor, per Half Hour						
8.1.6.1 Regular Hours Rate			$31.47			A
8.1.6.2 After Hours Rate, minimum 3 Hours			$40.52			A
8.1.7 Channel Regeneration						
8.1.7.1 DS1			$0.00			A
8.1.7.2 DS3			$0.00			A
8.1.8 Collocation Terminations						
8.1.8.1 Shared Access						
8.1.8.1.1 Collocation Terminations - DS0						
8.1.8.1.1.1 Intentionally Left Blank						
8.1.8.1.1.2 Cable Placement, per Termination	$0.0091		$4.59	1, 5		1, 5
8.1.8.1.1.3 Cable, per 100 Pair Block	$0.0000		$0.00	A		A
8.1.8.1.1.4 Cable, per Termination	$0.0085		$4.31	1, 5		1, 5
8.1.8.1.1.5 DS0 Terminations, per 100	$1.58		$622.24	A		A
8.1.8.1.1.6 DS0 Blocks, per Termination	$0.0149		$7.51	1, 5		1, 5
8.1.8.1.1.7 Intentionally Left Blank						
8.1.8.1.1.8 DS0 Block Placement, per Termination	$0.0069		$3.47	1, 5		1, 5
8.1.8.1.2 Collocation Terminations - DS1						
8.1.8.1.2.1 Intentionally Left Blank						
8.1.8.1.2.2 Cable Placement, per Termination	$0.0639		$43.71	1, 5		1, 5
8.1.8.1.2.3 Cable, per 28 DS1s	$0.0000		$0.00	A		A
8.1.8.1.2.4 Cable, per Termination	$0.0570		$39.03	1, 5		1, 5
8.1.8.1.2.5 DS1 Unconnectorized Terminations, per 28 DS1s	$1.10		$595.32	A		A
8.1.8.1.2.6 DS1 Panel, per Termination	$0.0731		$50.00	1, 5		1, 5
8.1.8.1.2.7 Intentionally Left Blank						
8.1.8.1.2.8 DS1 Panel Placement, per Termination	$0.0136		$9.33	1, 5		1, 5
8.1.8.1.3 Collocation Terminations - DS3						
8.1.8.1.3.1 Intentionally Left Blank						
8.1.8.1.3.2 Cable, per Termination	$0.0000		$0.00	A		A
8.1.8.1.3.3 DS3 Connectorized Termination, per DS3	$0.53		$370.39	A		A
8.1.8.1.4 Fiber Terminations						
8.1.8.1.4.1 Fiber Terminations, per 12 Fibers	$12.39		$1,601.47	1, 5		1, 5
8.1.8.1.4.2 Cable Racking, Shared, per 12 Fibers	$19.61			1, 5		
8.1.8.1.4.3 Cable Racking, Dedicated	$1.85		$1,516.92	1, 5		1, 5
8.1.8.1.4.4 Additional Connector, per Each 12 Fiber Connectors	$0.53		$435.47	1, 5		1, 5
8.1.8.2 Direct Connections			ICB			3
8.1.9 Security						
8.1.9.1 Per Employee, per Card	$0.71			A		
8.1.9.2 Card Access, per Employee, per Central Office	$3.88			A		
8.1.10 Central Office Clock Synchronization						
8.1.10.1 Synchronization - Composite Clock, per Port	$4.83			A		
8.1.11 Intentionally Left Blank						
8.1.12 Space Availability Report, per Office			$329.08			A

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8.1.13 Collocation Space Reservation Fee			$2,000.00			+++
8.1.14 Collocation Space Option Administration Fee			$1,839.56			1, 5
8.1.15 Collocation Space Option Fee	$2.00			1, 5		
8.1.16 Joint Inventory Visit Fee, per Visit			$1,610.12			1
8.1.17 Intentionally Left Blank						
8.1.18 Intentionally Left Blank						
8.1.19 Intentionally Left Blank						
8.1.20 Splitter Collocation						
8.1.20.1 Tie Cable Reclassification			ICB			3, 5
8.1.20.2 Splitter Shelf Charge	$4.26		$408.37	A		A
8.1.20.3 Engineering			$560.00			A
8.1.20.4 Splitter TIE Cable Connections						
8.1.20.4.1 Splitter in the Common Area - Data to 410 Block	$2.94		$2,013.23	A		A
8.1.20.4.2 Splitter in the Common Area - Data Direct to CLEC	$3.07		$2,097.79	A		A
8.1.20.4.3 Splitter on the IDF - Data to 410 Block	$1.02		$696.64	A		A
8.1.20.4.4 Splitter on the IDF - Data Direct to CLEC	$1.84		$1,260.56	A		A
8.1.20.4.5 Splitter on the MDF - Data to 410 Block	$1.04		$710.94	A		A
8.1.20.4.6 Splitter on the MDF - Data Direct to CLEC	$2.16		$1,479.92	A		A
8.1.20.5 Splitter Charge			ICB			3
8.1.20.6 Existing Bay			$120.00			A
8.2 Virtual Collocation						
8.2.1 Planning and Engineering						
8.2.1.1 Quote Preparation Fee			$1,381.54			A
8.2.2 Maintenance Labor, per Half Hour						
8.2.2.1 Regular Hours Rate			$27.60			A
8.2.2.2 After Hours Rate			$36.93			A
8.2.3 Training Labor, per Half Hour						
8.2.3.1 Regular Hours Rate			$27.60			A
8.2.4 Equipment Bay, per Shelf	$1.77			A		
8.2.5 Engineering Labor, per Half Hour						
8.2.5.1 Regular Hours Rate			$29.78			A
8.2.5.2 After Hours Rate			$38.44			A
8.2.6 Installation Labor, per Half Hour						
8.2.6.1 Regular Hours Rate			$31.47			A
8.2.6.2 After Hours Rate			$40.52			A
8.2.7 Rent						
8.2.7.1 Floor Space Lease, per Square Foot	$3.26			A		
8.2.8 Intentionally Left Blank						
8.2.9 Power Plant						
8.2.9.1 -48 Volt DC Power Cable, per Feed						
8.2.9.1.1 20 Amp Feed	$4.37		$2,990.13	A		A
8.2.9.1.2 30 Amp Feed	$5.15		$3,521.53	A		A
8.2.9.1.3 40 Amp Feed	$6.55		$4,481.18	A		A
8.2.9.1.4 60 Amp Feed	$8.15		$5,577.68	A		A
8.2.9.1.5 100 Amp Feed	$36.35		$24,874.87	1, 5		1, 5
8.2.9.1.6 200 Amp Feed	$66.43		$45,460.29	1, 5		1, 5
8.2.9.1.7 300 Amp Feed	$102.99		$70,481.68	1, 5		1, 5
8.2.9.1.8 400 Amp Feed	$146.23		$100,073.71	1, 5		1, 5
8.3 Cageless Physical Collocation						
8.3.1 Planning and Engineering						
8.3.1.1 Quote Preparation Fee			$1,381.54			A
8.3.2 Space Construction and Site Preparation						
8.3.2.1 Site Preparation Fee			ICB			3, 5
8.3.2.2 Space Construction for 2 Bays and 1 - 40 Amp Power Feed	$24.52		$16,781.29	C		A
8.3.2.3 Intentionally Left Blank						
8.3.2.4 Intentionally Left Blank						
8.3.2.5 Intentionally Left Blank						
8.3.2.6 Space Construction Adjustment						
8.3.2.6.1 Adjustment for 20 Amp Initial Power Feed	($2.18)		($1,491.05)	A		A

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8.3.2.6.2	Adjustment for 30 Amp Initial Power Feed	($1.40)		($959.65)	A	A
8.3.2.6.3	Space Construction 40 Amp Initial Power Feed	Included in Space Construction		Included in Space Construction		
8.3.2.6.4	Adjustment for 60 Amp Initial Power Feed	$1.60		$1,096.50	A	A
8.3.2.6.5	Adjustment for 100 Amp Initial Power Feed	$13.72		$9,389.08	1, 5	1, 5
8.3.2.6.6	Adjustment for 200 Amp Initial Power Feed	$43.80		$29,974.50	1, 5	1, 5
8.3.2.6.7	Adjustment for 300 Amp Initial Power Feed	$80.36		$54,995.90	1, 5	1, 5
8.3.2.6.8	Adjustment for 400 Amp Initial Power Feed	$123.60		$84,587.92	1, 5	1, 5
8.3.2.6.9	Space Construction Adjustment for Each Additional Bay	$2.85		$1,952.68	A	C
8.3.2.7	Intentionally Left Blank					
8.3.2.8	Additional DC Power Feed - Does not Apply to Initial Feed					
8.3.2.8.1	Each Additional 20 Amp Power Feed	$4.37		$2,990.13	A	A
8.3.2.8.2	Each Additional 30 Amp Power Feed	$5.15		$3,521.53	A	A
8.3.2.8.3	Each Additional 40 Amp Power Feed	$6.55		$4,481.18	A	A
8.3.2.8.4	Each Additional 60 Amp Power Feed	$8.15		$5,577.68	A	A
8.3.2.8.5	Each Additional 100 Amp Power Feed	$36.35		$24,874.87	1, 5	1, 5
8.3.2.8.6	Each Additional 200 Amp Power Feed	$66.43		$45,460.29	1, 5	1, 5
8.3.2.8.7	Each Additional 300 Amp Power Feed	$102.99		$70,481.68	1, 5	1, 5
8.3.2.8.8	Each Additional 400 Amp Power Feed	$146.23		$100,073.71	1, 5	1, 5
8.3.3	Floor Space Lease, per Square Foot	$3.26			A	
8.4	**Caged Physical Collocation**					
8.4.1	Planning and Engineering					
8.4.1.1	Quote Preparation Fee			$1,381.54		A
8.4.2	Space Construction and Site Preparation					
8.4.2.1	Site Preparation			ICB		3, 5
8.4.2.2	Intentionally Left Blank					
8.4.2.3	Intentionally Left Blank					
8.4.2.4	Space Construction, includes 1 - 60 Amp Power Feed					
8.4.2.4.1	Cage: Up to 100 Sq. Ft.	$42.61		$29,160.37	A	A
8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	$44.49		$30,444.34	A	A
8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	$46.22		$31,627.56	A	A
8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	$48.41		$33,132.10	A	A
8.4.2.5	Space Construction Adjustment					
8.4.2.5.1	Adjustment for 20 Amp Initial Power Feed	($3.85)		($2,635.16)	A	A
8.4.2.5.2	Adjustment for 30 Amp Initial Power Feed	($3.19)		($2,180.72)	A	A
8.4.2.5.3	Adjustment for 40 Amp Initial Power Feed	($1.84)		($1,257.28)	A	A
8.4.2.5.4	Adjustment for 60 Amp Initial Power Feed	Included in Space Construction		Included in Space Construction		
8.4.2.5.5	Adjustment for 100 Amp Initial Power Feed	($0.62)		($426.33)	A	A
8.4.2.5.6	Adjustment for 200 Amp Initial Power Feed	$5.82		$3,982.26	A	A
8.4.2.5.7	Adjustment for 300 Amp Initial Power Feed	$13.31		$9,108.08	A	A
8.4.2.5.8	Adjustment for 400 Amp Initial Power Feed	$22.31		$15,270.48	A	A
8.4.2.6	Intentionally Left Blank					
8.4.2.7	Additional DC Power Feeds - Does not Apply to Initial Feed					
8.4.2.7.1	Each Additional 20 Amp Power Feed	$4.78		$3,273.13	A	A
8.4.2.7.2	Each Additional 30 Amp Power Feed	$5.45		$3,727.57	A	A
8.4.2.7.3	Each Additional 40 Amp Power Feed	$6.80		$4,651.01	A	A
8.4.2.7.4	Each Additional 60 Amp Power Feed	$8.63		$5,908.29	A	A
8.4.2.7.5	Each Additional 100 Amp Power Feed	$8.01		$5,481.97	A	A
8.4.2.7.6	Each Additional 200 Amp Power Feed	$14.45		$9,890.55	A	A
8.4.2.7.7	Each Additional 300 Amp Power Feed	$21.94		$15,016.37	A	A
8.4.2.7.8	Each Additional 400 Amp Power Feed	$30.95		$21,178.77	A	A
8.4.3	Intentionally Left Blank					
8.4.4	Floor Space Lease, per Square Foot	$3.26			A	
8.4.5	Intentionally Left Blank					
8.4.6	Intentionally Left Blank					
8.4.7	Intentionally Left Blank					
8.4.8	Grounding					
8.4.8.1	2 / 0 AWG, per Foot	$0.00899		$6.15	A	A
8.4.8.2	1 / 0 AWG, per Foot	$0.01728		$11.83	A	A
8.4.8.3	4 / 0 AWG, per Foot	$0.01996		$13.66	A	A
8.4.8.4	350 kcmil, per Foot	$0.02948		$20.17	A	A
8.4.8.5	500 kcmil, per Foot	$0.03280		$22.45	A	A
8.4.8.6	750 kcmil, per Foot	$0.05077		$34.75	A	A
8.5	**Adjacent Collocation**			ICB		3, 5

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8.6	**Remote Collocation**					
8.6.1	Physical & Virtual Remote Collocation					
8.6.1.1	Space, per Standard Mounting Unit	$0.46		$294.99	B	B
8.6.1.2	FDI Terminations, per 25 Pair	$0.62		$420.90	B	B
8.6.1.3	Power Usage (uses rate from 8.1.4.2.1)					
8.6.1.3.1	Less Than 60 Amps, per Amp Ordered	$3.64			A	
8.6.2	Adjacent Remote Collocation			ICB		3, 5
8.6.3	Additional Virtual Remote Collocation Features					
8.6.3.1	Flat Charge, per Job			$36.16		1, 5
8.6.3.2	Engineering, per Half Hour			$35.65		1, 5
8.6.3.3	Maintenance, per Half Hour			$29.40		1, 5
8.6.3.4	Installation, per Half Hour			$29.40		1, 5
8.6.3.5	Training, per Half Hour			$29.40		1, 5
8.7	**CLEC-to-CLEC Connections**					
8.7.1	Design Engineering & Installation - No Cables					
8.7.1.1	Flat Charge			$771.86		A
8.7.1.2	Fiber Flat Charge, per Request			$1,975.68		1, 10
8.7.2	Cable Racking					
8.7.2.1	DS0, per Foot	$0.09662			A	
8.7.2.2	DS1, per Foot	$0.10353			A	
8.7.2.3	DS3, per Foot	$0.08753			A	
8.7.2.4	Fiber, per Request	$130.65			1, 10	
8.7.3	Virtual Connections (if Applicable - Connections Only: No Cables)					
8.7.3.1	DS0, per 100 Connections			$171.05		A
8.7.3.2	DS1, per 28 Connections			$81.66		A
8.7.3.3	DS3, per 1 Connection			$4.51		A
8.7.4	Cable Hole, if Applicable			$355.71		A
8.7.5	CLEC to CLEC Cross-Connection			$244.82		A
8.8	**Interconnection Distribution Frame (ICDF) Collocation**					
8.8.1	Quote Preparation Fee (uses rates from 8.1.1.2)			$345.00		A
8.8.2	DS0 Circuit, per 200 Legs	$16.86		$2,345.76	1	1
8.8.3	DS1 Circuit, per Two Legs	$0.86		$75.83	1	1
8.8.4	DS3 Circuit, per Two Legs	$8.37		$1,304.51	1	1, 10
8.8.5	Fiber Circuit, per Two Legs	$2.21		$261.48	1	1
8.9	**Collocation Cancellation**			QPF, Prorated Job Costs		
8.10	**Microwave Entrance Facility**	ICB		ICB	3, 5	3, 5
8.11	**Intentionally Left Blank**					
8.12	**Facility Connected (FC) Collocation**					
8.12.1	FC Collocation Quote Preparation Fee, per Request			ICB		3
8.12.2	FC Collocation Engineering Fee, per Job			ICB		3
8.12.3	FC Collocation Copper Entrance Facility Charge, per 100 Pair	ICB		ICB	3	3
8.12.4	FC Collocation Fiber Entrance Facility Charge, per Cable, minimum 12 Strands (uses rates in	$8.42		$335.47	A	A
8.12.5	FC Collocation Termination Block with Protectors Charge, per 100 Pairs	ICB		ICB	3	3
8.12.6	FC Collocation Termination Panel Charge, per 12 Strands	ICB		ICB	3	3
8.12.7	FC Collocation DS1 Voltage Isolation, per Pair	ICB		ICB	3	3
8.13	**DC Power Reduction and Restoration**					
8.13.1	Power Reduction					
8.13.1.1	Quote Preparation Fee (QPF), per Office			$914.07		1, 10
8.13.1.2	Power Reduction, with or without Reservation, per Feed Set					
8.13.1.2.1	Less Than 60 Amps			$735.38		1, 10
8.13.1.2.2	Equal To 60 Amps			$1,025.79		1, 10
8.13.1.2.3	Greater Than 60 Amps			$1,283.33		1, 10
8.13.1.3	Power Off, per Feed Set, per Secondary Feed			$947.35		1, 10
8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set	$50.04			1, 10	
8.13.1.5	Location Change from Power Board to BDFB			ICB		3
8.13.2	Power Restoration					
8.13.2.1	Quote Preparation Fee (QPF), per Office			$914.07		1, 10
8.13.2.2	Power Restoration, applies to Primary & Secondary Feed					
8.13.2.2.1	Power Restoration with Reservation					
8.13.2.2.1.1	Less Than 60 Amps			$735.38		1, 10
8.13.2.2.1.2	Equal To 60 Amps			$1,025.79		1, 10
8.13.2.2.1.3	Greater Than 60 Amps			$1,283.33		1, 10
8.13.2.2.2	Power Restoration without Reservation			ICB		3
8.13.2.3	Location Change from Power Board to BDFB			ICB		3

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8.14 Intentionally Left Blank						
8.15 Collocation Available Inventory						
8.15.1 Standard Sites						
8.15.1.1 Removal of Terminations						
8.15.1.1.1 DS0, per 100 Terminations			ICB			3
8.15.1.1.2 DS1, per Termination			ICB			3
8.15.1.1.3 DS3, per Termination			ICB			3
8.15.1.1.4 OCN, per 12 Fibers			ICB			3
8.15.1.2 Quote Preparation Fee (QPF)						
8.15.1.2.1 Cageless (uses rate from 8.3.1.1)			$1,381.54			A
8.15.1.2.2 Caged (uses rate from 8.4.1.1)			$1,381.54			A
8.15.2 Special Sites						
8.15.2.1 Special Site Assessment Fee			$1,058.00			1, 10
8.15.2.2 Network Systems Assessment Fee			$1,663.00			1, 10
8.15.2.3 Site Survey Fee			$150.00			1
8.15.3 Re-usable Elements			ICB			3
8.16 Collocation Decommissioning (uses rates from 9.20)						
8.16.1 Additional Labor Other - Basic			$27.26			A
8.16.2 Additional Labor Other - Overtime			$36.41			A
8.16.3 Additional Labor Other - Premium			$45.57			A
8.16.4 Additional Dispatch			$83.10			A
8.17 Joint Testing (uses rates from 8.2.2.1)						
8.17.1 Set-Up Fee (price contains a one hour set up fee)			$55.20			1
8.17.2 Test Time Fee, per Half Hour			$27.60			A
9.0 Unbundled Network Elements (UNEs)						
9.1 Interconnection Tie Pairs (ITP) - Per Connection						
9.1.1 DS0	$0.36			A		
9.1.2 DS1	$0.85			A		
9.1.3 DS3	$8.06			A		
9.2 Unbundled Loops						
9.2.1 Analog Loops			See 9.2.4			
9.2.1.1 2-Wire Voice Grade Loop						
9.2.1.1.1 Zone 1	$9.05			A		
9.2.1.1.2 Zone 2	$14.84			A		
9.2.1.1.3 Zone 3	$36.44			A		
9.2.1.2 Intentionally Left Blank						
9.2.1.3 4-Wire Voice Grade Loop						
9.2.1.3.1 Zone 1	$11.77			A		
9.2.1.3.2 Zone 2	$19.29			A		
9.2.1.3.3 Zone 3	$47.37			A		
9.2.2 Nonloaded Loops			See 9.2.4			
9.2.2.1 2-Wire Nonloaded Loop						
9.2.2.1.1 Zone 1	$9.05			A		
9.2.2.1.2 Zone 2	$14.84			A		
9.2.2.1.3 Zone 3	$36.44			A		
9.2.2.2 Intentionally Left Blank						
9.2.2.3 4-Wire Nonloaded Loop						
9.2.2.3.1 Zone 1	$11.77			A		
9.2.2.3.2 Zone 2	$19.29			A		
9.2.2.3.3 Zone 3	$47.37			A		
9.2.2.4 Cable Unloading / Bridge Tap Removal						
9.2.2.4.1 Under 18,000 Feet, per Loop			$40.00			A, 7
9.2.2.4.2 Above 18,000 Feet, per Location (for Aerial and Buried)			$70.00			A, 7
9.2.2.4.3 Above 18,000 Feet, per Location (for Underground)			$400.00			A, 7
9.2.2.4.4 Above 18,000 Feet, Each Additional Coil or Tap at the Same Time &			$2.00			A, 7
9.2.2.5 Unbundled Loop Grooming						
9.2.2.5.1 Unbundled Loop Grooming (2-Wire)	$0.37			A, 5		
9.2.2.5.2 Unbundled Loop Grooming (4-Wire)	$0.85			A, 5		
9.2.3 Digital Capable Loops						
9.2.3.1 Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See 9.2.4			
9.2.3.1.1 Zone 1	$9.05			A		
9.2.3.1.2 Zone 2	$14.84			A		
9.2.3.1.3 Zone 3	$36.44			A		
9.2.3.2 Intentionally Left Blank						

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9.2.3.3	DS1 Capable Loop			See 9.2.5			
	9.2.3.3.1 Zone 1	$67.39			A		
	9.2.3.3.2 Zone 2	$67.86			A		
	9.2.3.3.3 Zone 3	$76.06			A		
9.2.3.4	DS3 Capable Loop			See 9.2.6			
	9.2.3.4.1 Zone 1	$739.07			A		
	9.2.3.4.2 Zone 2	$749.77			A		
	9.2.3.4.3 Zone 3	$932.82			A		
9.2.3.5	Intentionally Left Blank						
9.2.3.6	2-Wire Extension Technology	$4.06			A		
9.2.3.7	2-Wire Extension Technology - Unbundled Loop Grooming	$0.37			A		
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog & Nonloaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required.	See 9.2.1, 9.2.2, & 9.2.3.1		-			
9.2.4.1	Basic Installation						
	9.2.4.1.1 First			$53.86			A
	9.2.4.1.2 Each Additional			$46.40			A
9.2.4.2	Basic Installation with Performance Testing						
	9.2.4.2.1 First			$117.30			A
	9.2.4.2.2 Each Additional			$84.16			A
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
	9.2.4.3.1 First			$141.67			A
	9.2.4.3.2 Each Additional			$84.16			A
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated						
	9.2.4.4.1 First			$58.18			A
	9.2.4.4.2 Each Additional			$50.73			A
9.2.4.5	Basic Installation with Cooperative Testing						
	9.2.4.5.1 First			$117.30			A
	9.2.4.5.2 Each Additional			$84.16			A
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.1	Basic Installation						
	9.2.5.1.1 First			$87.93			A
	9.2.5.1.2 Each Additional			$67.58			A
9.2.5.2	Basic Installation with Performance Testing						
	9.2.5.2.1 First			$169.69			A
	9.2.5.2.2 Each Additional			$124.27			A
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
	9.2.5.3.1 First			$194.07			A
	9.2.5.3.2 Each Additional			$124.27			A
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated						
	9.2.5.4.1 First			$93.49			A
	9.2.5.4.2 Each Additional			$73.14			A
9.2.5.5	Basic Installation with Cooperative Testing						
	9.2.5.5.1 First			$169.69			A
	9.2.5.5.2 Each Additional			$124.27			A
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.1	Basic Installation						
	9.2.6.1.1 First			$87.93			A
	9.2.6.1.2 Each Additional			$67.58			A
9.2.6.2	Basic Installation with Performance Testing						
	9.2.6.2.1 First			$169.69			A
	9.2.6.2.2 Each Additional			$124.27			A
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
	9.2.6.3.1 First			$194.07			A
	9.2.6.3.2 Each Additional			$124.27			A
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated						
	9.2.6.4.1 First			$93.49			A
	9.2.6.4.2 Each Additional			$73.14			A
9.2.6.5	Basic Installation with Cooperative Testing						
	9.2.6.5.1 First			$169.69			A
	9.2.6.5.2 Each Additional			$124.27			A
9.2.7	Intentionally Left Blank						
9.2.8	Private Line / Special Access to Unbundled Loop Conversion			$40.32			A

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9.3 Subloop						
9.3.1 2-Wire Distribution Loop						
9.3.1.1 First Loop						
9.3.1.1.1 Installation			$20.86			A
9.3.1.1.2 Disconnect			$20.07			A
9.3.1.2 Each Additional						
9.3.1.2.1 Installation			$20.86			A
9.3.1.2.2 Disconnect			$20.07			A
9.3.1.3 First & Each Additional 2-Wire Distribution Loop						
9.3.1.3.1 Zone 1	$4.33			A		
9.3.1.3.2 Zone 2	$9.39			A		
9.3.1.3.3 Zone 3	$25.41			A		
9.3.2 4-Wire Nonloaded Distribution Loop						
9.3.2.1 First Loop						
9.3.2.1.1 Installation			$56.77			A
9.3.2.1.2 Disconnect			$34.77			A
9.3.2.2 Each Additional						
9.3.2.2.1 Installation			$56.77			A
9.3.2.2.2 Disconnect			$34.77			A
9.3.2.3 First & Each Additional 4-Wire Distribution Loop						
9.3.2.3.1 Zone 1	$5.63			A		
9.3.2.3.2 Zone 2	$12.21			A		
9.3.2.3.3 Zone 3	$33.03			A		
9.3.2.4 4-Wire Disconnect at the FDI			$34.77			A
9.3.3 Intra-Building Cable Loop, per Pair (First & Each Additional)	$0.2955			A		
9.3.3.1 No Dispatch, First			$57.28			1, 5
9.3.3.2 No Dispatch, Each Additional			$23.89			1, 5
9.3.3.3 Intentionally Left Blank						
9.3.3.4 Intentionally Left Blank						
9.3.3.5 On Premises Wire, per Pair	$0.2955			A		
9.3.4 Intentionally Left Blank						
9.3.5 MTE Terminal Subloop Access						
9.3.5.1 Subloop MTE - POI Site Inventory, per Request			$276.45			1
9.3.5.2 MTE - POI Rearrangement of Facilities			ICB			3, 5
9.3.5.3 MTE - POI Construction of New SPOI	ICB			3, 5		
9.3.6 Intentionally Left Blank						
9.3.7 Field Connection Point						
9.3.7.1 Feasibility Fee / Quote Preparation Fee			$1,609.81			A
9.3.7.2 FCP Set-up, per Request			$3,337.45			1
9.3.7.3 FCP Splicing, per 25 Pairs			$14.07			1
9.3.7.4 FCP Reclassification Charge			$589.35			1
9.3.8 Intentionally Left Blank						
9.3.9 2-Wire Loop Concentration						
9.3.9.1 Zone 1	$3.09			A		
9.3.9.2 Zone 2	$3.40			A		
9.3.9.3 Zone 3	$5.15			A		
9.3.10 4-Wire Loop Concentration						
9.3.10.1 Zone 1	$4.02			A		
9.3.10.2 Zone 2	$4.42			A		
9.3.10.3 Zone 3	$6.70			A		
9.4 Shared Services						
9.4.1 Intentionally Left Blank						
9.4.2 Line Splitting						
9.4.2.1 Basic Installation Charge for Line Splitting			$37.71			1, 5
9.4.3 Loop Splitting						
9.4.3.1 Basic Installation Charge for Loop Splitting			$37.71			1, 5
9.4.4 OSS, per Line, per Month	$0.10			A		
9.5 Network Interface Device (NID)			$38.68			A
9.5.1 Zone 1	$0.60			A, 8		
9.5.2 Zone 2	$0.63			A, 8		
9.5.3 Zone 3	$0.64			A, 8		
9.6 Unbundled Dedicated Interoffice Transport (UDIT)						
9.6.1 DS0 UDIT *(Recurring Fixed & per Mile)*						
9.6.1.1 Over 0 to 8 Miles	$52.27	$0.00		A, 5	A, 5	
9.6.1.2 Over 8 to 25 Miles	$52.27	$0.00		A, 5	A, 5	

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9.6.1.3 *Over 25 to 50 Miles*	$52.27	$0.00		A, 5	A, 5	
9.6.1.4 Over 50 Miles	$52.27	$0.00		A, 5	A, 5	
9.6.1.5 Installation			$7.60			A, 5
9.6.1.6 Disconnect			$0.53			A, 5
9.6.2 DS1 UDIT *(Recurring Fixed & per Mile)*						
9.6.2.1 Over 0 to 8 Miles	$35.98	$0.65		C, 5	C, 5	
9.6.2.2 Over 8 to 25 Miles	$35.99	$0.94		C, 5	C, 5	
9.6.2.3 Over 25 to 50 Miles	$36.00	$1.75		C, 5	C, 5	
9.6.2.4 *Over 50 Miles*	$36.00	$1.59		C, 5	C, 5	
9.6.2.5 Installation			$7.60			A, 5
9.6.2.6 Disconnect			$0.53			A, 5
9.6.3 DS3 UDIT *(Recurring Fixed & per Mile)*						
9.6.3.1 Over 0 to 8 Miles	$243.17	$13.32		C, 5	C, 5	
9.6.3.2 Over 8 to 25 Miles	$246.16	$15.90		C, 5	C, 5	
9.6.3.3 Over 25 to 50 Miles	$250.66	$22.91		C, 5	C, 5	
9.6.3.4 Over 50 Miles	$249.26	$22.49		C, 5	C, 5	
9.6.3.5 Installation			$7.60			A, 5
9.6.3.6 Disconnect			$0.53			A, 5
9.6.4 Intentionally Left Blank						
9.6.5 Intentionally Left Blank						
9.6.6 Intentionally Left Blank						
9.6.7 Channel Performance						
9.6.7.1 DS0 Low Side Channel Performance	$11.32			A		
9.6.8 Intentionally Left Blank						
9.6.9 Intentionally Left Blank						
9.6.10 Intentionally Left Blank						
9.6.11 UDIT Rearrangement						
9.6.11.1 DS0 Single Office			$173.14			A
9.6.11.2 DS0 Dual Office			$215.19			A
9.6.11.3 High Capacity Single Office			$234.17			A
9.6.11.4 High Capacity Dual Office			$261.31			A
9.6.12 Private Line / Special Access to UDIT Conversion			$126.14			1, 10
9.7 Unbundled Dark Fiber (UDF)						
9.7.1 Initial Records Inquiry (IRI)						
9.7.1.1 Simple			$156.67			A
9.7.1.2 Complex			$199.77			A
9.7.2 Field Verification and Quote Preparation (FVQP)			$1,459.05			A
9.7.3 Engineering Verification			$346.77			1, 5
9.7.4 UDF - Single Strand						
9.7.4.1 UDF - Interoffice Facility (UDF-IOF) - Single Strand						
9.7.4.1.1 Order Charge, per Strand / Route / Order			$553.66			A, 5
9.7.4.1.2 Order Charge, Each Additional Strand / Route / Order			$267.08			A, 5
9.7.4.1.3 Fiber Transport, per Strand / Mile	$62.75			1, 5		
9.7.4.1.4 Termination, per Strand / Office / Termination	$3.33			1, 5		
9.7.4.1.5 Fiber Cross-Connect, per Strand	$2.17			1, 5		
9.7.4.1.5.1 Installation			$8.64			1, 5
9.7.4.1.5.2 Disconnect			$9.44			1, 5
9.7.5 UDF - per Pair						
9.7.5.1 *UDF - Interoffice Facility (UDF-IOF) - per Pair*						
9.7.5.1.1 Order Charge, per First Pair / Route / Order			$553.66			A
9.7.5.1.2 Order Charge, Each Additional Pair / Route / Order			$267.08			A
9.7.5.1.3 Fiber Transport, per Pair / Mile	$81.60			A		
9.7.5.1.4 Termination, per Pair / Office / Termination	$6.65			A		
9.7.5.1.5 Fiber Cross-Connect, per Pair	$3.96			A		
9.7.5.1.5.1 Installation			$8.64			A
9.7.5.1.5.2 Disconnect			$9.44			A
9.7.6 *Dark Fiber Splice*			$663.01			1, 5
9.7.7 UDF MTE Subloop	ICB		ICB	3		3
9.8 Intentionally Left Blank						
9.9 Intentionally Left Blank						
9.10 Intentionally Left Blank						
9.11 Intentionally Left Blank						

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9.12 Intentionally Left Blank						
9.13 Intentionally Left Blank						
9.14 Intentionally Left Blank						
9.15 Intentionally Left Blank						
9.16 Intentionally Left Blank						
9.17 Intentionally Left Blank						
9.18 Intentionally Left Blank						
9.19 Construction Charges						
9.19.1 CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop, Loop Mux Combo, EEL, UDIT & Subloop						
9.19.1.1 Records Quote Preparation Fee			$359.72			1
9.19.1.2 Construction Quote Preparation Fee			$893.87			1
9.19.2 Construction of Network Capacity, Facilities or Space for Access to or use of UNEs	ICB		ICB	3, 5		3, 5
9.20 Miscellaneous Charges						
9.20.1 Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1 Additional Engineering - Basic			$31.28			A
9.20.1.2 Additional Engineering - Overtime			$38.68			A
9.20.2 Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1 Additional Labor Installation - Overtime			$8.89			A
9.20.2.2 Additional Labor Installation - Premium			$17.78			A
9.20.3 Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1 Additional Labor Other - (Optional Testing) Basic			$27.26			A
9.20.3.2 Additional Labor Other - (Optional Testing) Overtime			$36.41			A
9.20.3.3 Additional Labor Other - (Optional Testing) Premium			$45.57			A
9.20.4 Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1 Testing and Maintenance - Basic			$28.96			A
9.20.4.2 Testing and Maintenance - Overtime			$38.68			A
9.20.4.3 Testing and Maintenance - Premium			$48.40			A
9.20.5 Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1 Maintenance of Service - Basic			$27.26			A
9.20.5.2 Maintenance of Service - Overtime			$36.41			A
9.20.5.3 Maintenance of Service - Premium			$45.57			A
9.20.6 Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1 Additional Cooperative Acceptance Testing - Basic			$28.96			A
9.20.6.2 Additional Cooperative Acceptance Testing - Overtime			$38.68			A
9.20.6.3 Additional Cooperative Acceptance Testing - Premium			$48.40			A
9.20.7 Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1 Nonscheduled Cooperative Testing - Basic			$28.96			A
9.20.7.2 Nonscheduled Cooperative Testing - Overtime			$38.68			A
9.20.7.3 Nonscheduled Cooperative Testing - Premium			$48.40			A
9.20.8 Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1 Nonscheduled Manual Testing - Basic			$28.96			A
9.20.8.2 Nonscheduled Manual Testing - Overtime			$38.68			A
9.20.8.3 Nonscheduled Manual Testing - Premium			$48.40			A
9.20.9 Cooperative Scheduled Testing, per Month						
9.20.9.1 Cooperative Scheduled Testing - Loss			$0.08			A
9.20.9.2 Cooperative Scheduled Testing - C-Message Noise			$0.08			A
9.20.9.3 Cooperative Scheduled Testing - Balance			$0.33			A
9.20.9.4 Cooperative Scheduled Testing - Gain Slope			$0.08			A
9.20.9.5 Cooperative Scheduled Testing - C-Notched Noise			$0.08			A
9.20.10 Manual Scheduled Testing, per Month						
9.20.10.1 Manual Scheduled Testing - Loss			$0.16			A
9.20.10.2 Manual Scheduled Testing - C-Message Noise			$0.16			A
9.20.10.3 Manual Scheduled Testing - Balance			$0.65			A
9.20.10.4 Manual Scheduled Testing - Gain Slope			$0.16			A
9.20.10.5 Manual Scheduled Testing - C-Notched Noise			$0.16			A
9.20.11 Additional Dispatch			$83.10			A
9.20.12 Date Change			$10.22			A
9.20.13 Design Change			$72.79			A, 11
9.20.14 Expedite Charge			ICB			3, 5

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9.20.15 Cancellation Charge			ICB			3, 5
9.21 Channel Regeneration						
9.21.1 DS1	$0.00		$0.00	A		A
9.21.2 DS3	$0.00		$0.00	A		A
9.22 Intentionally Left Blank						
9.23 UNE Combinations						
9.23.1 Intentionally Left Blank						
9.23.2 Intentionally Left Blank						
9.23.3 Intentionally Left Blank						
9.23.4 Intentionally Left Blank						
9.23.5 Intentionally Left Blank						
9.23.6 Loop Mux Combo (LMC)						
9.23.6.1 Interconnection Tie Pair						
9.23.6.1.1 DS1	$0.85			A		
9.23.6.1.2 DS3	$8.06			A		
9.23.6.2 Loop Mux, 2-Wire Analog, DS0						
9.23.6.2.1 LMC 2-Wire Loop Installation						
9.23.6.2.1.1 First			$235.86			1, 5
9.23.6.2.1.2 Each Additional			$153.93			1, 5
9.23.6.2.2 2-Wire Analog Loop (uses rates from 9.2.1.1)						
9.23.6.2.2.1 Zone 1	$9.05			A		
9.23.6.2.2.2 Zone 2	$14.84			A		
9.23.6.2.2.3 Zone 3	$36.44			A		
9.23.6.3 Loop Mux, 4-Wire Analog, DS0						
9.23.6.3.1 LMC 4-Wire Loop Installation						
9.23.6.3.1.1 First			$235.86			1, 5
9.23.6.3.1.2 Each Additional			$153.93			1, 5
9.23.6.3.2 4-Wire Analog Loop (uses rates from 9.2.1.3)						
9.23.6.3.2.1 Zone 1	$11.77			A		
9.23.6.3.2.2 Zone 2	$19.29			A		
9.23.6.3.2.3 Zone 3	$47.37			A		
9.23.6.4 Loop Mux, DS1						
9.23.6.4.1 LMC DS1 Loop Installation						
9.23.6.4.1.1 First			$298.35			1, 5
9.23.6.4.1.2 Each Additional			$218.44			1, 5
9.23.6.4.2 DS1 Capable Loop (uses rates from 9.2.3.3)						
9.23.6.4.2.1 Zone 1	$67.39			A		
9.23.6.4.2.2 Zone 2	$67.86			A		
9.23.6.4.2.3 Zone 3	$76.06			A		
9.23.6.5 Private Line / Special Access to LMC Conversion			$40.32			A
9.23.6.6 LMC Multiplexing						
9.23.6.6.1 DS1 to DS0	$206.95		$198.55	A		5
9.23.6.6.2 DS3 to DS1	$228.05		$198.55	A		5
9.23.6.7 DS0 Channel Performance						
9.23.6.7.1 Intentionally Left Blank						
9.23.6.7.2 DS1 / DS0 Low Side Channelization	$7.22			A		
9.23.6.8 LMC Rearrangement						
9.23.6.8.1 DS0			$135.44			1, 10
9.23.6.8.2 High Capacity			$153.74			1, 10
9.23.7 Enhanced Extended Loop (EEL)						
9.23.7.1 EEL, DS0 2-Wire Analog						
9.23.7.1.1 EEL 2-Wire Loop Installation						
9.23.7.1.1.1 Installation			$6.50			A
9.23.7.1.1.2 Migration			$18.88			A
9.23.7.1.1.3 Disconnect			$5.98			A
9.23.7.1.2 2-Wire Analog Loop (uses rates from 9.2.1.1)						
9.23.7.1.2.1 Zone 1	$9.05			A		
9.23.7.1.2.2 Zone 2	$14.84			A		
9.23.7.1.2.3 Zone 3	$36.44			A		
9.23.7.2 EEL, DS0 4-Wire Analog						

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9.23.7.2.1 EEL 4-Wire Loop Installation						
9.23.7.2.1.1 Installation			$6.50			A
9.23.7.2.1.2 Migration			$18.88			A
9.23.7.2.1.3 Disconnect			$5.98			A
9.23.7.2.2 4-Wire Analog Loop (uses rates from 9.2.1.3)						
9.23.7.2.2.1 Zone 1	$11.77			A		
9.23.7.2.2.2 Zone 2	$19.29			A		
9.23.7.2.2.3 Zone 3	$47.37			A		
9.23.7.3 EEL, DS1						
9.23.7.3.1 EEL DS1 Loop Installation						
9.23.7.3.1.1 Installation			$6.79			A
9.23.7.3.1.2 Migration			$19.12			A
9.23.7.3.1.3 Disconnect			$6.56			A
9.23.7.3.2 DS1 Capable Loop (uses rates from 9.2.3.3)						
9.23.7.3.2.1 Zone 1	$67.39			A		
9.23.7.3.2.2 Zone 2	$67.86			A		
9.23.7.3.2.3 Zone 3	$76.06			A		
9.23.7.4 EEL, DS3						
9.23.7.4.1 EEL DS3 Loop Installation						
9.23.7.4.1.1 Installation			$6.79			A
9.23.7.4.1.2 Migration			$19.12			A
9.23.7.4.1.3 Disconnect			$6.56			A
9.23.7.4.2 DS3 Capable Loop (uses rates from 9.2.3.4)						
9.23.7.4.2.1 Zone 1	$739.07			A		
9.23.7.4.2.2 Zone 2	$749.77			A		
9.23.7.4.2.3 Zone 3	$932.82			A		
9.23.7.5 Intentionally Left Blank						
9.23.7.6 Private Line / Special Access to EEL Conversion			$40.32			A
9.23.7.7 EEL Rearrangement						
9.23.7.7.1 DS0			$135.44			1, 10
9.23.7.7.2 High Capacity			$153.74			1, 10
9.23.7.8 EEL Transport						
9.23.7.8.1 DS0 *(Recurring Fixed & per Mile)* (uses rates from 9.6.1)						+++++
9.23.7.8.1.1 Over 0 to 8 Miles	$52.27	$0.00		A	A	
9.23.7.8.1.2 Over 8 to 25 Miles	$52.27	$0.00		A	A	
9.23.7.8.1.3 Over 25 to 50 Miles	$52.27	$0.00		A	A	
9.23.7.8.1.4 Over 50 Miles	$52.27	$0.00		A	A	
9.23.7.8.2 DS1 *(Recurring Fixed & per Mile)* (uses rates from 9.6.2)						+++++
9.23.7.8.2.1 Over 0 to 8 Miles	$35.98	$0.65		C	C	
9.23.7.8.2.2 Over 8 to 25 Miles	$35.99	$0.94		C	C	
9.23.7.8.2.3 Over 25 to 50 Miles	$36.00	$1.75		C	C	
9.23.7.8.2.4 Over 50 Miles	$36.00	$1.59		C	C	
9.23.7.8.3 DS3 *(Recurring Fixed & per Mile)* (uses rates from 9.6.3)						+++++
9.23.7.8.3.1 Over 0 to 8 Miles	$243.17	$13.32		C	C	
9.23.7.8.3.2 Over 8 to 25 Miles	$246.16	$15.90		C	C	
9.23.7.8.3.3 Over 25 to 50 Miles	$250.66	$22.91		C	C	
9.23.7.8.3.4 Over 50 Miles	$249.26	$22.49		C	C	
9.23.7.9 Intentionally Left Blank						
9.23.7.10 EEL Multiplexing						
9.23.7.10.1 DS1 to DS0	$206.95		$253.59	A		A
9.23.7.10.2 DS3 to DS1	$228.05		$253.59	A		A
9.23.7.11 DS0 Channel Performance						
9.23.7.11.1 DS0 Low Side Channelization	$11.32			A		
9.23.7.11.2 DS1 / DS0 Low Side Channelization	$7.22			A		
9.23.7.12 Concentration Capability	ICB			3, 5		
10.0 Ancillary Services						
10.1 Local Number Portability						
10.1.1 LNP Queries	See FCC Tariff #1 Section 13 & 20		See FCC Tariff #1 Section 13 & 20	4		4
10.1.2 LNP Managed Cuts						
10.1.2.1 Standard Managed Cuts, per Person, per Half Hour			$27.31			1
10.1.2.2 Overtime Managed Cuts, per Person, per Half Hour			$35.43			1
10.1.2.3 Premium Managed Cuts, per Person, per Half Hour			$43.49			1
10.2 911 / E911						

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10.2.1 911 / E911	No Charge		No Charge			
10.3 White Pages Directory Listings, Facility Based Providers						
10.3.1 Primary Listing	No Charge		No Charge			
10.3.2 Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
10.4 Directory Assistance, Facility Based Providers						
10.4.1 Local Directory Assistance, per Call	$0.34			2, 5		
10.4.2 National Directory Assistance, per Call	$0.385			2, 5		
10.4.3 Call Branding, Set- Up and Recording						
10.4.3.1 Individual session			$35,000.00			2, 5
10.4.3.2 Shared recording session (minimum 3 customers per session)			$15,000.00			2, 5
10.4.4 Loading Brand, per Switch			$175.00			2, 5
10.4.5 Call Completion Link, per call	$0.085			2, 5		
10.5 Directory Assistance List Information						
10.5.1 Initial Database Load, per Listing	$0.025			2, 5		
10.5.2 Reload of Database, per Listing	$0.02			2, 5		
10.5.3 Daily Updates, per Listing	$0.025			2, 5		
10.5.4 One-time Set-Up Fee, per Hour			$82.22			2, 5
10.5.5 Media Charges for File Delivery						
10.5.5.1 Electronic Transmission	$0.00			2, 5		
10.6 Toll and Assistance Operator Services, Facility Based Providers						
10.6.1 **Option A** - Per Message						
10.6.1.1 Operator Handled Calling Card	$1.45			2, 5		
10.6.1.2 Machine Handled Calling Card	$0.60			2, 5		
10.6.1.3 Station Call	$1.50			2, 5		
10.6.1.4 Person Call	$3.50			2, 5		
10.6.1.5 Connect to Directory Assistance	$0.75			2, 5		
10.6.1.6 Busy Line Verify, per Call	$0.72			2, 5		
10.6.1.7 Busy Line Interrupt	$0.87			2, 5		
10.6.1.8 Operator Assistance, per Call	$0.87			2, 5		
10.6.2 **Option B** - Per Operator Work Second and Computer Handled Calls						
10.6.2.1 Operator Handled, per Operator Work Second	$0.181			2, 5		
10.6.2.2 Machine Handled, per Call	$0.25			2, 5		
10.6.2.3 Call Branding, Set-Up & Recording			$10,500.00			2, 5
10.6.2.4 Loading Brand/Per Switch			$175.00			2, 5
10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
10.7.1 Pole Inquiry Fee, per Mile			$317.28			2, 5
10.7.2 Innerduct Inquiry Fee, per Mile			$381.38			2, 5
10.7.3 ROW Inquiry Fee			$140.95			2, 5
10.7.4 ROW Document Preparation Fee			$140.95			2, 5
10.7.5 Field Verification Fee, per Pole			$35.24			2, 5
10.7.6 Field Verification Fee, per Manhole			$140.95			2, 5
10.7.7 Planner Verification, per Manhole			$15.72			2, 5
10.7.8 Manhole Verification Inspector, per Manhole			$281.90			2, 5
10.7.9 Manhole Make-Ready Inspector, per Manhole			$422.85			2, 5
10.7.10 Transfer of Responsibility			$128.42			1, 10
10.7.11 Pole Attachment Fee, per Foot, per Year						
10.7.11.1 Urban	$3.47			4		
10.7.11.2 Non-Urban	$5.23			4		
10.7.12 Innerduct Occupancy Fee, per Foot, per Year	$0.36			4		
10.7.12.1 Microduct Occupancy Fee, per Microduct, per Foot, per Year	$0.4659			1, 10		
10.7.13 Access Agreement Consideration			$10.00			1
10.7.14 Make Ready			ICB			3, 5
12.0 Operational Support Systems						
12.1 Development and Enhancements, per Order			Under Development			
12.2 Ongoing Maintenance, per Order			Under Development			
12.3 Daily Usage Record File, per Record	No Charge at this Time			5, 9		
12.4 Trouble Isolation Charge			See Section 9.20			
17.0 Bona Fide Request Process						
17.1 Processing Fee			$2,367.93			A

NOTES:

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

Re-Invent Telecom, LLC / CenturyLink Exhibit A
Compliance Filing

A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02
B: Cost Docket T-00000A-00-0194 Phase IIA Order No. 65451 Effective 12/12/02
C: Cost Docket T-00000A-00-0194 Phases II & IIa Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03
D: Consolidated Arbitrations docket No. U-3021-96-448 ET AL
E: 271 Docket U-0000-97-0238

+++ Negotiated rate for the term of the ICA.

+++++ The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.

[1] Rates not approved in cost docket.
[2] Market-based rates
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.
[6] When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of
[7] CenturyLinkcan't bill the current rate structure, but will bill customers the lowest rate.

[8] CenturyLink has not implemented the NID recurring charges but reserves the right to access such a charge in the future.
[9] Per the terms of the Stipulated Agreement reached November 2001, CenturyLink will not charge for this element until the Commission has an opportunity to review and approve in Phase III of the cost proceeding.
[10] Rate to be reviewed in Phase III of the cost docket.
[11] The design change charge for loops and CFAs will be reviewed by the Commission in the Phase III of the cost docket. (Arbitration Decision No. 70356)

Exhibit A
Arizona
Loop Zones by Wire Center

Zone	Wire Center	CLLI
1	CATALINA	TCSNAZCA
1	CHANDLER MAIN	CHNDAZMA
1	CHANDLER WEST	CHNDAZWE
1	DEER VALLEY NORTH	DRVYAZNO
1	FLOWING WELLS	TCSNAZFW
1	GILBERT	MESAAZGI
1	GLENDALE MAIN	GLDLAZMA
1	MCCLINTOCK	TEMPAZMC
1	MESA	MESAAZMA
1	PHNX PEORIA	PHNXAZPR
1	PHNX SOUTHEAST CAP	PHNXAZSE
1	PHNX-MAYVALE CAP	PHNXAZMY
1	PHOENIX WEST CAP	PHNXAZWE
1	PHOENIX-BETHANY WEST	PHNXAZBW
1	PHOENIX-CACTUS	PHNXAZCA
1	PHOENIX-EAST	PHNXAZEA
1	PHOENIX-FOOTHILLS	PHNXAZ81
1	PHOENIX-GREENWAY	PHNXAZGR
1	PHOENIX-MAIN	PHNXAZMA
1	PHOENIX-MID RIVERS	PHNXAZMR
1	PHOENIX-NORTH	PHNXAZNO
1	PHOENIX-NORTHEAST	PHNXAZNE
1	PHOENIX-NORTHWEST	PHNXAZNW
1	PHOENIX-PECOS	PHNXAZPP
1	PHOENIX-SOUTH	PHNXAZSO
1	PHOENIX-SUNNYSLOPE	PHNXAZSY
1	RINCON	TCSNAZRN
1	SCOTTSDALE MAIN	SCDLAZMA
1	SHEA	SCDLAZSH
1	SUNRISE	AGFIAZSR
1	SUPERSTITION WEST	SPRSAZWE
1	TCSN CRAYCROFT	TCSNAZCR
1	TCSN SOUTH CAP	TCSNAZSO
1	TEMPE MAIN	TEMPAZMA
1	THUNDERBIRD	SCDLAZTH
1	TUCSON EAST	TCSNAZEA
1	TUCSON MAIN	TCSNAZMA
1	TUCSON NORTH-1A CAP	TCSNAZNO
1	YUMA	YUMAAZMA
2	BEARDSLEY	BRDSAZMA
2	CASA GRANDE	CSGRAZMA
2	CAVE CREEK	CVCKAZMA
2	CHANDLER SOUTH	CHNDAZSO
2	COLDWATER	GDYRAZCW
2	CORONADO	CRNDAZMA
2	CORTARO	TCSNAZCO
2	COTTONWOOD-MAIN	CTWDAZMA
2	COTTONWOOD-SOUTH	CTWDAZSO
2	FLAGSTAFF EAST	FLGSAZEA
2	FLAGSTAFF MAIN	FLGSAZMA
2	FORT MCDOWELL	FTMDAZMA

Exhibit A
Arizona
Loop Zones by Wire Center

2	GLOBE	GLOBAZMA
2	GREEN VALLEY	GNVYAZMA
2	LITCHFIELD PARK	LTPKAZMA
2	NOGALES	NGLSAZMA
2	NOGALES MIDWAY	NGLSAZMW
2	PAGE	PAGEAZMA
2	PAYSON	PYSNAZMA
2	PINNACLE PEAK	PRVYAZPP
2	PRESCOTT EAST	PRSCAZEA
2	PRESCOTT MAIN	PRSCAZMA
2	SEDONA	SEDNAZMA
2	SEDONA SOUTH	SEDNAZSO
2	SIERRA VISTA MAIN	SRVSAZMA
2	SUPERSTITION EAST	SPRSAZEA
2	SUPERSTITION MAIN	SPRSAZMA
2	TANQUE VERDE	TCSNAZTV
2	TOLLESON	TLSNAZMA
2	TUCSON SOUTHEAST	TCSNAZSE
2	TUCSON WEST	TCSNAZWE
2	YUMA FORTUNA	YUMAAZFT
2	YUMA SOUTHEAST	YUMAAZSE
3	ASHFORK	ASFKAZMA
3	BENSON	BNSNAZMA
3	BISBEE	BISBAZMA
3	BLACK CANYON	BLCNAZMA
3	BUCKEYE	BCKYAZMA
3	CAMP VERDE	CMVRAZMA
3	CHINO VALLEY	CHVYAZMA
3	CIRCLE CITY	CRCYAZMA
3	COOLIDGE	CLDGAZMA
3	DOUGLAS	DGLSAZMA
3	DUDLEYVILLE	DDVLAZNM
3	ELOY	ELOYAZ01
3	FLAGSTAFF SOUTH	FLGSAZSO
3	FLORENCE	FLRNAZMA
3	GILA BEND	GLBNAZMA
3	GRAND CANYON	GRCNAZMA
3	HAYDEN	HYDNAZMA
3	HIGLEY	HGLYAZMA
3	HUMBOLDT	HMBLAZMA
3	JOSEPH CITY	JSCYAZMA
3	KEARNY	KRNYAZMA
3	MAMMOTH	MMTHAZMA
3	MARANA	MARNAZMA
3	MARANA WEST	MARNAZ02
3	MARICOPA	MRCPAZMA
3	MAYER	MAYRAZMA
3	MIAMI	MIAMAZMA
3	MOUNT LEMMON	TCSNAZML
3	MUNDS PARK	MSPKAZMA
3	NEW RIVER	NWRVAZMA
3	NOGALES RIO RICO	NGLSAZ03

Exhibit A
Arizona
Loop Zones by Wire Center

3	ORACLE	ORCLAZMA
3	PALOMINAS	PLMNAZMA
3	PATAGONIA	PTGNAZMA
3	PATOGONIA ELGIN	PTGNAZEL
3	PHOENIX-LAVEEN	PHNXAZLV
3	PIMA	PIMAAZMA
3	PINE	PINEAZMA
3	QUEEN CREEK	HGLYAZQC
3	RIMROCK	CMVRAZRR
3	RIO VERDE	FTMDAZNO
3	SAFFORD	SFFRAZMA
3	SAINT DAVID	BNSNAZSD
3	SAN MANUEL	SNMNAZMA
3	SIERRA VISTA NO	SRVSAZNO
3	SIERRA VISTA SO	SRVSAZSO
3	SOMERTON	SMTNAZMA
3	STANFIELD	STFDAZMA
3	SUPERIOR	SPRRAZMA
3	TOMBSTONE	TMBSAZMA
3	TONTO CREEK	TNCKAZMA
3	TUBAC	TUBCAZMA
3	TUCSON SOUTHWEST	TCSNAZSW
3	VAIL NORTH	VAILAZNO
3	VAIL SOUTH	VAILAZSO
3	WELLTON	WLTNAZMA
3	WHITE TANKS	WHTKAZMA
3	WHITLOW	WHTLAZMA
3	WICKENBURG	WCBGAZMA
3	WILLCOX	WLCXAZMA
3	WILLIAMS	WLMSAZMA
3	WINSLOW	WNSLAZMA
3	WINTERSBURG	WNBGAZ01
3	YARNELL	YRNLAZMA

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CenturyLink™

Service Performance Indicator Definitions (PID)

Arizona 271 PID Version 9.1

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QWEST CORPORATION DBA CENTURYLINK QC'S ("CENTURYLINK QC'S") SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

271 PID Version 9.1

Introduction

Century Link QC will report performance results for the service performance indicators defined herein. CenturyLink QC will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to CenturyLink QC's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

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CenturyLink QC's Service Performance Indicator Definitions

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Electronic Gateway Availability

GA-1 – Gateway Availability – IMA-GUI

Purpose:
Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.

Description:
GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input.

- Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.centurylink.com/wholesale/cmp/ossHours.html.

GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-XML interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-XML.

- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
  - An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. Results will be reported as follows: • GA-1A IMA Graphical User Interface Gateway • GA-1D SIA system

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

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GA-3 – Gateway Availability – EB-TA

Purpose: Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.	
Description: Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.centurylink.com/wholesale/cmp/ossHours.html. • Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.
Formula: ([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100	
Exclusions: None	
Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-4 – System Availability – EXACT

Purpose: Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.	
Description: Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.centurylink.com/wholesale/cmp/ossHours.html. • Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.
Formula: ([Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100	
Exclusions: None	
Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-6 – Gateway Availability – GUI – Repair

Purpose:

Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time" hours are based on the currently published hours of availability found on the following website: http://www.centurylink.com/wholesale/cmp/ossHours.html.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-7 – Timely Outage Resolution following Software Releases

Purpose:
Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.

Description:

- Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved [NOTE 1] within 48 hours of detection by the CenturyLink QC monitoring group or reporting by a CLEC/co-provider.
- Includes software releases associated with the following OSS interfaces in CenturyLink QC: IMA-GUI, IMA-XML, and CEMR, Exchange Access, Control, & Tracking (EXACT)[NOTE 2], Electronic Bonding–Trouble Administration (EB -TA) [NOTE 3]
- An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting CenturyLink QC's ability to serve its customers or data loss [NOTE 4] on the CenturyLink QC side of the interface. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.
- The outage resolution time interval considered in this measurement starts at the time CenturyLink QC's monitoring group detects a failure, or at the date/time of the first transaction sent to CenturyLink QC that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.

Reporting Period: Monthly	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time CenturyLink QC detects the outage) ÷ (Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period)] x 100

Exclusions:

- Outages in releases prior to any CLEC migrating to the release.
- Duplicate reports attributable to the same software defect.

Product Reporting: None	**Standards:** Volume = 1-20: 1 miss Volume > 20: 95%

Availability: Available	**Notes:** 1. "Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC. 2. EXACT is a Telecordia system. Only releases for changes initiated by CenturyLink QC for hardware or connectivity will be included in this measurement. 3. Outages reported under EB-TA are the same as outages in MEDIACC. 4. For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., LSR ID or trouble ticket number).

GA-8 – Gateway Availability – IMA-XML

Purpose:

Evaluates the quality of CLEC access to the IMA-XML electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of IMA-XML (Interconnect Mediated Access - Extensible Markup Language) interface and reports the percentage of scheduled availability time the IMA-XML Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time hours for IMA-XML based on the currently published hours of availability found on the following website: http://www.centurylink.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-XML), affecting CenturyLink QC's ability to serve its customers. An outage is determined by CenturyLink QC technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. (See GA-1D for reporting of SIA system availability.)

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Effective with April 2011 results published in May 2011	**Notes:**

Pre-Order/Order

PO-1 – Pre-Order/Order Response Times

Purpose:
Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of CenturyLink QC's Operational Support Systems (OSS). CenturyLink QC's OSS are accessed through the specified gateway interface.

Description:
PO-1A & PO-1X:
Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.

- Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.
- The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.
- A query is an individual request for the specified type of information.
-

Reporting Period: One month	**Unit of Measure:** PO-1A, PO-1X: Seconds

Reporting Comparisons: CLEC aggregate.	**Disaggregation Reporting:** Region-wide level. Results are reported as follows: • PO-1A Pre-Order/Order Response Time for IMA-GUI • PO-1X Pre-Order/Order Response Time for IMA-XML Results are reported separately for each of the following transaction types: NOTE 1 1. Appointment Scheduling (Due Date Reservation, where appointment is required) 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools NOTE 2 8. Left intentionally blank to preserve numbering 9. Connecting Facility Assignment NOTE 3 10. Meet Point Inquiry NOTE 4 For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported. For PO-1X (transactions via IMA-XML), request/response will be reported as a combined number. 1.

Formula:
PO-1A & PO-1X = Σ[(Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Queries Submitted in Reporting Period)

PO-1 – Pre-Order/Order Response Times (continued)

Exclusions:

Rejected requests/errors, and timed out transactions

Product Reporting: None	**Standards:** Total Response Time:	IMA-GUI	IMA-XML
	1. Appointment Scheduling	<10 seconds	<10 seconds
	2. Service Availability Information	<25 seconds	<25 seconds
	3. Facility Availability	<25 seconds[5]	<25 seconds[5]
	4. Street Address Validation	<10 seconds	<10 seconds
	5. Customer Service Records	<12.5 seconds[5]	<12.5 seconds[5]
	6. Telephone Number	<10 seconds	<10 seconds
	7. Loop Qualification Tools NOTE 2	≤ 20 seconds[6]	≤ 20 seconds
	8. Left intentionally blank to preserve numbering		
	9. Connecting Facility Assignment	≤ 25 seconds	≤ 25 seconds
	10. Meet Point Inquiry	≤ 30 seconds	≤ 30 seconds

Availability:
Available except as specified below

PO-1X: Effective with April 2011 results published in May 2011

Notes:
1. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable.
2. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool.
3. Results based on Connecting Facility Assignment by Unit Query.
4. Results based on meet Point Query, POTS Splitter option for Shared loops.
5. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts>25 lines.
6. Benchmark applies to response time only. Request time and Total time will also be reported.

PO-2 – Electronic Flow-through

Purpose:
Monitors the extent CenturyLink QC's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.

Description:
PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention.

- Includes all LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.

PO-2B – Measures the percentage of all flow-through-eligible LSRs [NOTE 1] that flow from the specified electronic gateway interface to the SOP without any human intervention.

- Includes all flow-through-eligible LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state).

Formula:

PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100

PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100

Exclusions:

- Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.
- Non-electronic LSRs (e.g., via fax or courier).
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

PO-2 – Electronic Flow-through (continued)

Product Reporting:	**Standards:**	
• Resale • Unbundled Loops (with or without Local Number Portability) • Local Number Portability • UNE-P (POTS) and UNE-P (Centrex 21) • Line Sharing	**PO-2A**: Diagnostic **PO-2B**:	
	Resale:	95%
	Unbundled Loops:	85%
	LNP:	95%
	UNE-P (POTS & Centrex 21):	95%
	Line Sharing:	Diagnostic NOTE 2

Availability:	**Notes:**
Available	1. The list of LSR types classified as eligible for flow through is contained in the "LSRs Eligible for Flow Through" matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process. 2. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.

PO-3 – LSR Rejection Notice Interval

Purpose:
Monitors the timeliness with which CenturyLink QC notifies CLECs that electronic and manual LSRs were rejected.

Description:
Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons.

- Includes all LSRs submitted through the specified interface that are rejected during the reporting period.
- Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in CenturyLink QC territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to CenturyLink QC question for clarification about the LSR.
- Included in the interval is time required for efforts by CenturyLink QC to work with the CLEC to avoid the necessity of rejecting the LSR.
- With hours: minutes reporting, hours counted are business hours for manual rejects. Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours.

Reporting Period: One month

Unit of Measure:
Hrs: Mins.

Reporting Comparisons:
CLEC aggregate and individual CLEC results

Disaggregation Reporting:
Results for this indicator are reported according to the gateway interface used to submit the LSR:

- PO-3C, LSRs received via facsimile: Statewide
- PO-3X, LSRs received electronically and rejected manually

Formula:
Σ [(Date and time of Rejection Notice transmittal) – (Date and time of LSR receipt)] ÷ (Total number of LSR Rejection Notifications)

Exclusions:

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting: Not applicable (reported by ordering interface).

Standards:

- PO-3C: ≤ 24 work week clock hours
- PO-3X ≤ 12 business hours

Availability:
Available, except as specified below:

PO-3X: Combined interfaced reporting is effective with April 2011 results published in May 2011 and until such time that the aggregated results are provided, reporting will be based on the prior PID version

Notes:

PO-4 – LSRs Rejected

Purpose: Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.	
Description: Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons. • Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period. • Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in CenturyLink QC territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to CenturyLink QC question for clarification about the LSR.	
Reporting Period: One month	**Unit of Measure:** Percent of LSRs
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Results for this indicator are reported according to the gateway interface used to submit the LSR: PO-4C LSRs received via facsimile – Statewide PO-4X-1 LSRs received electronically and rejected manually – Statewide PO-4X-2 LSRs received electronically and auto-rejected – Statewide
Formula: [(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100	
Exclusions: • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. • Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) • Invalid start/stop dates/times.	
Product Reporting: Not applicable (reported by ordering interface).	**Standard:** Diagnostic
Availability: Available	**Notes:**

PO-5 – Firm Order Confirmations (FOCs) On Time

Purpose:
Monitors the timeliness with which CenturyLink QC returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:
Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under "Standards" below for FOC notifications.

- Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC are not included.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and CenturyLink QC's response with a FOC notification (notification date and time).
- For PO-5B, 5C, and 5D, the interval measured is the period between the application date and time, as defined herein, and CenturyLink QC's response with a FOC notification (notification date and time).
- "Fully electronic" LSRs are those (1) that are received via IMA-GUI or IMA-XML, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. NOTE 2
- "Electronic/manual" LSRs are received electronically via IMA-GUI or IMA-XML and involve manual processing.
- "Manual" LSRs are received manually (via facsimile) and processed manually.
- ASRs are measured only in business days.
- LSRs will be evaluated according to the FOC interval categories shown in the "Standards" section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows: • PO-5A:* FOCs provided for fully electronic LSRs • PO-5B:* FOCs provided for electronic/manual LSRs • PO-5C:* FOCs provided for manual LSRs received via Facsimile. • PO-5D: FOCs provided for ASRs requesting LIS Trunks. * Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows: – (a) FOCs provided for Resale services and UNE-P – (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements – (c) FOCs provided for LNP

Formula:

PO-5A = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B, 5C, & 5D = {[Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:

- For PO-5A, -5B and -5C:
  (a) Resale services UNE-P (POTS) and UNE-P Centrex
  (b) Unbundled Loops and specified Unbundled Network Elements.
  (c) LNP
- For PO-5D: LIS Trunks.

Standards:

• For PO-5A (all):	95% within 20 minutes NOTE 2
• For PO-5B (all):	90% within standard FOC intervals (specified below)
• For PO-5C (manual):	90% within standard FOC intervals specified below PLUS 24 hours NOTE 3
• For PO-5D (LIS Trunks):	85% within eight business days

Standard FOC Intervals for PO-5B and PO-5C

Product Group NOTE 1		FOC Interval
Resale		**24 hours**
Residence and Business POTS	1-39 lines	
ISDN-Basic	1-10 lines	
– Conversion As Is		
– Adding/Changing features		
– Add primary directory listing to established loop		
– Add call appearance		
Centrex Non-Design with no Common Block Configuration	1-19 lines	
Centrex line feature changes/adds/removals (all)		
LNP	1-24 lines	
Unbundled Loops	1-24 loops	
2/4 Wire analog		
DS3 Capable		
Sub-loop	1-24 sub-loops	
[included in Product Reporting group (b)]		
Line Sharing/Line Splitting/Loop Splitting	1-24 shared loops	
[included in Product Reporting group (b)]		
Unbundled Network Element–Platform (UNE-P POTS)	1 – 39 lines	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Resale ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3	**48 hours**
	LNP 25-49 lines	
	Enhanced Extended Loops (EELs) [included in Product Reporting group (b)] **DS1** 1-24 circuits	
	Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	**72 hours**
	UNE-P Centrex 1-10 lines **UNE-P Centrex 21** 1-10 lines	
	Unbundled Loops with Facility Check(NOTE 2, 3) 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	
	Resale ISDN-PRI (Trunks) 1-12 trunks	**96 hours**
	For PO-5D: LIS Trunks 1-240 trunk circuits	**8 business days**

Availability:
Available except as specified below:

PO-5A & PO-5B: Combined interface reporting is effective with April results published in May 2011 and until such time that the aggregated results are provided, reporting will be based on the prior PID version

Notes:
1. LSRs with quantities above the highest number specified for each product type are considered ICB.
2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually.
3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.

PO-6 – Work Completion Notification Timeliness

Purpose:
To evaluate the timeliness of CenturyLink QC issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.

Description:
- Includes all orders completed in the CenturyLink QC Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.
- The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.
- The end time is when the electronic order completion notice is made available [NOTE 1] to the CLEC via the ordering interface used to place the local service request. The notification is made available at an LSR level when all service orders that comprise the CLEC LSR are complete.
- With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.centurylink.com/wholesale/cmp/ossHours.html.

Reporting Period:	**Unit of Measure:**
One month	Hrs:Mins

Reporting Comparisons: CLEC aggregate and individual CLEC results.	**Disaggregation Reporting:** Statewide level. •

Formula:

Σ((Date and Time Completion Notification made available) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor)) ÷ (Number of completion notifications made available in reporting period)

Exclusions:
- Records with invalid completion dates.
- LSRs submitted manually (e.g., via facsimile).
- ASRs submitted via EXACT.

Product Reporting:	**Standard:**
	6 hours

Availability:	**Notes:**
Available except as specified as below: Combined interface reporting is effective with April 2011 results published in May 2011 and until such time	The time a notice is "made available" via the IMA-GUI is the time CenturyLink QC stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function. The time a notice is "made available" via the IMA-XML is the time the completion notice is made available for XML transmission (push) or retrieval (pull). When this occurs, the notice can be immediately transmitted or retrieved.

PO-6 – Billing Completion Notification Timeliness (continued)

that the aggregated results are provided, reporting will be based on the prior PID version.	

PO-7 – Billing Completion Notification Timeliness

Purpose:
To evaluate the timeliness with which electronic billing completion notifications are made available to CLECs, focusing on the percentage of notifications that are made available (for CLECs) or posted in the billing system (for CenturyLink QC retail) within five business days.

Description:
PO-7X:
- This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC.
  - The time a notice is "made available" via the IMA-GUI consists of the time CenturyLink QC stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.
  - The time a notice is "made available" via the IMA-XML is the time CenturyLink QC makes the completion notice available for XML transmission (push) or retrieval (pull). When this occurs, the notice can be immediately transmitted by CenturyLink QC or retrieved by the CLEC. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-XML.
- The start time is when the completion of the service order is posted in the CenturyLink QC SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface as used to submit the LSR.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

PO-7C:
- This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.
- The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
PO-7X: CLEC aggregate and individual CLEC results. PO-7C: CenturyLink QC retail results.	• PO-7X Notices made available via IMA-GUI • • PO-7C Billing system posting completions for CenturyLink QC Retail

Formula:
For wholesale service orders CenturyLink QC generates for LSRs received via IMA:
PO-7X = (Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices made available during the reporting period)

For service orders CenturyLink QC generates for retail customers (i.e., the retail analogue for PO-7X):
PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within five business days) ÷ (Total number of retail service orders posted in the CRIS billing system in the reporting period)

PO-6 – Billing Completion Notification Timeliness (continued)

Exclusions: PO-7C & 7X • Services that are not billed through CRIS, e.g. Resale Frame Relay. • Records with invalid completion dates. PO-7X • LSRs submitted manually. • ASRs submitted via EXACT.		
Product Reporting: Not applicable		**Standard:** PO-7X: Parity with PO-7C
Availability: Available , except as specified below: PO-7X: Combined interface reporting is effective with April 2011 results published in May 2011 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.	**Notes:**	

PO-8 – Jeopardy Notice Interval

Purpose:
Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).

Description:
Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order.

- Includes all orders completed in the reporting period that received jeopardy notifications.

Reporting Period: One month	**Unit of Measure:** Average Business days NOTE 1
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)

Formula:
[Σ(Date of the original due date of orders completed in the reporting period that received jeopardy notification – Date of the first jeopardy notification) ÷ Total orders completed in the reporting period that received jeopardy notification]

Exclusions:

- Jeopardies done after the original due date is past.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
A Non-Designed Services	A Parity with Retail POTS
B Unbundled Loops (with or without Number Portability)	B Parity with Retail POTS
C LIS Trunks	C Parity with Feature Group D (FGD) services
D UNE-P (POTS)	D Parity with Retail POTS

Availability:	**Notes:**
Available	1. For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.

PO-9 – Timely Jeopardy Notices

Purpose:
When original due dates are missed, measures the extent to which CenturyLink QC notifies customers in advance of jeopardized due dates.

Description:
Measures the percentage of late orders for which advance jeopardy notification is provided.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward activity.
- Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)

Formula:
[(Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date) ÷ (Total number of missed due date orders completed in the reporting period)] x 100

Exclusions:

- Orders missed for customer reasons.
- Records with invalid product codes.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
A Non-Designed Services	A Parity with Retail POTS
B Unbundled Loops (with or without Number Portability)	B Parity with Retail POTS
C LIS Trunks	C Parity with Feature Group D (FGD) Services
D UNE-P (POTS)	D Parity with Retail POTS
Availability: Available	**Notes:**

PO-15 – Number of Due Date Changes per Order

Purpose:
To evaluate the extent to which CenturyLink QC changes due dates on orders.

Description:
Measures the average number of CenturyLink QC due date changes per order.

- Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing inward activity.
- Counts all due date changes made for CenturyLink QC reasons following assignment of the original due date.

Reporting Period: One month	**Unit of Measure:** Average Number of Due Date Changes
Reporting Comparisons: CLEC aggregate, individual CLEC, and CenturyLink QC retail results.	**Disaggregation Reporting:** Statewide level.

Formula:
Σ(Count of CenturyLink QC due date changes on all orders) ÷ (Total orders in reporting period)

Exclusions:

- Customer requested due date changes.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting: None	**Standard:** Diagnostic
Availability: Available	**Notes:**

PO-16– Timely Release Notifications

Purpose:
Measures the percent of release notifications for changes to specified OSS interfaces sent by CenturyLink QC to CLECs within the intervals and scope specified within the change management plan found on CenturyLink QC's Change Management Process, (CMP) website at http://www.centurylink.com/wholesale/cmp/whatiscmp.html.

Description:

- Measures the percent of release notices that are sent by CenturyLink QC within the intervals/timeframes prescribed by the release notification procedure on CenturyLink QC's CMP website. NOTE 1
  - Release notices measured are:
    - Draft Technical Specifications (for App to App interfaces only);
    - Final Technical Specifications (for App to App interfaces only);
    - Draft Release Notices (for IMA-GUI interfaces only);
    - Final Release Notices (for IMA-GUI interfaces only); and
    - OSS Interface Retirement Notices. NOTE 2
    - For the following OSS interfaces:
      - IMA-GUI, IMA-XML;
      - CEMR;
      - Exchange Access, Control, & Tracking (EXACT); NOTE 3
      - Electronic Bonding - Trouble Administration (EB -TA); NOTE 4
      - IABS and CRIS Summary Bill Outputs; NOTE 5
      - Loss and Completion Records; NOTE 5
      - New OSS interfaces (for introduction notices only.) NOTE 6
    - Also included are notifications for connectivity or system function changes to Resale Product Database.
    - Includes OSS interface release notifications by CenturyLink QC relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
    - Includes OSS interface release notifications by CenturyLink QC to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
    - Includes Types of Changes as specified in the "CenturyLink QC Wholesale Change Management Process Document" (Section 4 – Types of Changes).
  - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by CenturyLink QC that provides the Release Notification. NOTE 7
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP) ÷ Total number of required release notifications for specified OSS interface changes within reporting period)]x100

PO-16 Timely Release Notifications (continued)

Exclusions:

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and CenturyLink QC through the CMP.
- Changes where CenturyLink QC and CLECs agree, through the CMP, that notification is unnecessary.

PO-16 Timely Release Notifications (continued)

Product Reporting: None	**Standards:** Vol. 1-10: No more than one untimely notification Vol. > 10: 92.5% timely notifications

Availability: Available	**Notes:** 1. The CenturyLink QC Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan. 2. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "CenturyLink QC Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice." 3. EXACT is a Telecordia system. Only release notifications for changes initiated by CenturyLink QC for hardware or connectivity will be included in this measurement. 4. EB-TA is the same system as MEDIACC. 5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface. 6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "CenturyLink QC Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID. 7. The intervals used to determine timeliness are based on CMP guidelines.

PO-19 – Stand-Alone Test Environment (SATE) Accuracy

Purpose:
Evaluates CenturyLink QC's ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments.

Description:

PO-19X

- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE.
- Includes one test transaction for each test scenario published in the *IMA XML Data Document – for the Stand Alone Test Environment (SATE)*.
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the *IMA XML Data Document – for the Stand Alone Test Environment (SATE)*.
- The successful execution of a transaction is determined by the CenturyLink QC Test Engineer according to:
  - The expected results of the test scenario as described in the *IMA XML Data Document – for the Stand Alone Test Environment (SATE)* and the XML disclosure document.
  - The transactions strict adherence to business rules published in CenturyLink QC's most current IMA XML Disclosure Documentation for each release and the associated Addenda. NOTE 1
- For this measurement, CenturyLink QC will execute the test transactions in the Stand-Alone Test Environment.
  - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five business days of the numbered release being originally installed in SATE. This five-business day period will be referred to as the "Testing Window."
- Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

PO-19B

- Validates the extent that SATE mirrors production by measuring the percentage of IMA XML test transactions that produce comparable results in SATE and in production.
  - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release's XML disclosure document and developer worksheets related to the IMA release being tested.
  - Comparability will be determined by evaluating the data and fields in each XML message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.
- Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
  - Test transactions consist of a defined suite of Product/Activity combinations. CenturyLink QC's three regions will be represented. NOTE 2
  - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
- With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and WSDLs distributed as part of release notifications. NOTE 3

Reporting Period:	**Unit of Measure:** Percent
One month (for those months in which release-related test transactions are completed)	

PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

Reporting Comparisons: None	**Disaggregation Reporting:** PO-19X – Reported separately for each release tested in the reporting period PO-19B -- None
Formula: PO-19X [(Total number of successfully completed SATE test transactions executed for a Software Release in the Reporting Period) ÷ (Total number of SATE test transactions executed for each Software Release completed in the Reporting Period)] x 100 PO-19B [(Total number of completed IMA XML test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period) ÷ (Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period)] x 100	
Exclusions: For PO-19B: • Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-XML (e.g., PREMIS or SIA). • Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions.	
Product Reporting: None	**Standard:** PO-19X – 95% for each release tested PO-19B – 95%
Availability: Available , except as specified below: PO-19X: Combined interface reporting is effective with December 2010 results published in January 2011 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.	**Notes:** 1. Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in CenturyLink QC's most current IMA XML Data and Disclosure Documents. 2. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA XML Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with XML transaction volumes > 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, CenturyLink QC will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes > 100). 3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in

PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

	SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.

PO-20 (Expanded) – Manual Service Order Accuracy

Purpose:
Evaluates the degree to which CenturyLink QC accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by CenturyLink QC, into CenturyLink QC Service Orders, *based on mechanized comparisons of specified LSR-Service Order fields and focusing on* the percentage of manually-processed Service Orders that are accurate/error-free.

Description:
Measures the percentage of manually-processed CenturyLink QC Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that CenturyLink QC receives [NOTE 1] electronically (via IMA-GUI or IMA-XML) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by CenturyLink QC, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria are evaluated in this measurement.[NOTE 2]
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
  - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
  - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted *as being accurate if each and every mismatch has a correct and corresponding PIA value.*
  - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if CenturyLink QC corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and individual CLEC	**Disaggregation Reporting:** Statewide Level

Formula:
[(Number of accurate, evaluated Service Orders) ÷ (Number of evaluated Service Orders completed in the reporting period)] x 100

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

Exclusions:

- Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors.
- Cancelled Service Orders.
- Service Orders that cannot be matched to a corresponding LSR
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:**
• Resale and UNE-P (POTS and Centrex 21) • Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable)	95%

Availability:	**Notes:**
Available , except as specified below: Inclusion of XML reporting is effective with April 2011 results published in May 2011 and until such time that the XML results are provided, reporting will be based on the prior PID version.	1. To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-XML. 2. Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout CenturyLink QC's 14-state local service region.

LSR-Service Order Fields Evaluated

Mechanized comparison of the fields from the Service Order to the LSR:

Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LSR	CCNA	Customer Carrier Name Abbreviation	CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.
	PON	Purchase Order Number	PON field of LSR form compared to the PON field in Bill Section of the Service Order.
	D/TSENT	Date and time sent	The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.
	CHC	Coordinated Hot Cut Requested	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.)
	TEST	Testing required	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)
	NC	Network Channel Code	Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	NCI	Network Channel Interface Code	Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
	SECNCI	Secondary Network Channel Interface Code	Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.
Resale or Centrex	PIC	InterLATA Pre-subscription Indicator Code	PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. *Note:* LSR PIC = None; S.O. PIC = None
	LPIC	IntraLATA Pre-subscription Indicator Code	LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. *Note:* LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123
Resale or Centrex	TNS	Telephone Numbers	Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.
	FA/ FEATURE	Feature Activity/Feature Codes	When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. Note: Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on CenturyLink QC's public website, on the web page containing the current PID www.centurylink.com/wholesale/results). CenturyLink QC may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list.
LS	ECCKT	Exchange Company Circuit ID	Applies to LSRs with ACT = C (only when NC code has not changed, M, or T. ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
LS/ LSNP	CFA	Connecting Facility Assignment	CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTY	Listing Type	LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order. LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order. **Central/Western Region:** Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order. **Eastern Region:** Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order. LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order. **Central/Western Regions:** Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order. **Eastern Region:** Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order.
	TOA	Type of Account	Validate TOA entries (only reviewed when BRO field on DL form is not populated): • TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order. • TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order. **Exception:** When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order.
	DML	Direct Mail List	DML field = O on DL form; Service Order LN contains (OCLS).
	NOSL	No Solicitation Indicator	**Arizona Only** NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).
	TMKT	Telemarketing	**Colorado Only** TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies.
	LNLN and LNFN	Listed Name	LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).
	LAPR	Listed Address Number Prefix	LAPR field of the Listing form compared to LA in the List section of the Service Order.
	LANO	Listed Address Number	LANO field of the Listing form compared to LA in the List section of the Service Order.
	LASF	Listed Address Number Suffix	LASF field of the Listing form compared to LA in the List section of the Service Order.
	LASD	Listed Address Street Directional	LASD field of the Listing form compared to LA in the List section of the Service Order.
	LASN	Listed Address Street Name	LASN field of the Listing form compared to LA in the List section of the Service Order.
	LATH	Listed Address Street Type	LATH field of the Listing form compared to LA in the List section of the Service Order.
	LASS	Listed Address Street Directional Suffix	LASS field of the Listing form compared to LA in the List section of the Service Order.
	LALOC	Listed Address Locality	LALOC field of the Listing form compared to LA in the List section of the Service Order.
LSR	DSPTCH	Dispatch	Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order.
Centrex	LTC	Line Treatment Code	Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.
	COS	Class of Service – CenturyLink QC Specific	Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order.
Resale or Centrex	FEATURE DETAILS	Feature Details	As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity above.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
Resale or Centrex	BLOCK (Stage 1)	Blocking Type	For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E: Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the "Remark" section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows: If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.
LSR	DFDT	Desired Frame Due Time	Applicable only to orders for Resale and UNE-P (POTS and Centrex 21) DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.
	DDD	Desired Due Date	DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC))
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTN	Listed Telephone Number	For Resale and UNE-P (POTS and Centrex 21): LTN field on the Listing form compared to the Main Account Number of the Service Order. For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.
	LNPL	Letter Name Placement	LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.

Ordering and Provisioning

OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

Purpose: Evaluates the timeliness of CLEC access to CenturyLink QC's interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds.	
Description: Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. • Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below. • Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the CenturyLink QC agent.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and CenturyLink QC Retail results	**Disaggregation Reporting:** Region-wide level.
Formula: [(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100	
Exclusions: Time spent in the VRU Voice Response Unit is not counted.	
Product Reporting: Not applicable	**Standard:** Parity
Availability: Available	**Notes:**

OP-3 – Installation Commitments Met

Purpose:
Evaluates the extent to which CenturyLink QC installs services for Customers by the scheduled due date.

Description:
Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity. Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by CenturyLink QC is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any.

Reporting Period: One month	**Unit of Measure**: Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-3A Dispatches within MSAs; OP-3B Dispatches outside MSAs; and OP-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-3D In Interval Zone 1 areas; and OP-3E In Interval Zone 2 areas.

Formula:
[(Total Orders completed in the reporting period on or before the Applicable Due Date) ÷ (Total Orders Completed in the Reporting Period)] x 100

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Due dates missed for standard categories of customer and non-CenturyLink QC reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-CenturyLink QC reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP – 3 Installation Commitments Met (continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	95%
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	95%
• Sub-Loop Unbundling	**CO:** 90%
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	90%
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks

OP – 3 Installation Commitments Met (continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	**WA:** 90% **All Other States:** Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	90%
• Enhanced Extended Loops (EELs) – (DS3 level)	**WA:** 90% **All Other States:** Diagnostic
Availability: Available	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-4 – Installation Interval

Purpose:
Evaluates the timeliness of CenturyLink QC's installation of services for customers, focusing on the average time to install service.

Description:
Measures the average interval (in business days) [NOTE 1] between the application date and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by CenturyLink QC and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity.
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any. [NOTE 2]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest CenturyLink QC-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 2]

Reporting Period: One month	**Unit of Measure**: Average Business Days

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-4D In Interval Zone 1 areas; and OP-4E In Interval Zone 2 areas.

Formula:
Σ[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ Total Number of Orders Completed in the reporting period

Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) [NOTE 1] by total number of service orders completed in the reporting period.

Exclusions:

- Orders with customer requested due dates greater than the current standard interval.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-4 – Installation Interval (continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	3.3 days
• Loop Splitting NOTE 3	Diagnostic
• Line Sharing	3.3 days
• Sub-Loop Unbundling	**CO:** 6 days
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN(designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	**Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming:** Parity with retail DS1 Private Line **Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington:** 5.5 days
xDSL-I capable Loop	6 days
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic

OP-4 – Installation Interval (continued)

Loops with Conditioning	15 days
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	6 days
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

Availability:
Available

Notes:

1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday.
2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a CenturyLink QC-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first CenturyLink QC-initiated due date change, if any. Following the first CenturyLink QC-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple CenturyLink QC-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of CenturyLink QC-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of CenturyLink QC and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that CenturyLink QC-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.
3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-5 – New Service Quality

Purpose:
Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of CenturyLink QC's resolution of such conditions with respect to multiple reports.

Description:
Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing inward activity.[NOTE 1]
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

OP-5A: New Service Installation Quality Reported to Repair

- Measures the percentage of inward line service orders that are free of repair trouble reports [NOTE 2] within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to CenturyLink QC of out-of-service and other service affecting conditions for which CenturyLink QC opens repair tickets in its maintenance and repair management and tracking systems [NOTE 3] that are closed in the reporting period or the following month, [NOTE 4] subject to exclusions shown below. [NOTE 5]
- CenturyLink QC is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in CenturyLink QC's systems.

OP-5B: New Service Provisioning Quality

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to CenturyLink QC of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, CenturyLink QC creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month [NOTE 4] are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A. [NOTE 5, 6]

OP-5T: New Service Installation Quality Total

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

OP-5R: New Service Quality Multiple Report Rate

- Evaluates the quality of CenturyLink QC's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.

OP- 5 – New Service Quality (continued)

- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by CenturyLink QC for the same service order during the provisioning process or within 30 calendar days following installation completion.
- Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. NOTE 7

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level

Formulas:

OP-5A = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5B = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any provisioning trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5T = ([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with repair or provisioning trouble reports as defined above under OP-5A or OP-5B, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5R = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed In the reporting period, as defined above under OP-5A or OP-5B) x 100

Exclusions:

Applicable to OP-5A, OP-5T and OP-5R:

- Repair trouble reports attributable to CLEC or coded to non-CenturyLink QC reasons as follows:
  - For products measured from MTAS data, repair trouble reports coded to disposition codes for:
    - Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched.
  - For products measured from WFA (Workforce Administration) data, repair reports coded to codes for:
    - Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-CenturyLink QC.
  - Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).

Applicable to OP-5B, OP-5T and OP-5R only:

- Provisioning trouble reports attributable to CLEC or non-CenturyLink QC causes.
- Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while CenturyLink QC is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.

Applicable to OP-5A, OP-5B, OP-5T and OP-5R:

- Repair or provisioning trouble reports related to service orders captured as misses under measurements

OP- 5 – New Service Quality (continued)

OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness). • Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed. • Service orders closed in the reporting period with App Dates earlier than eight months prior to the beginning of the reporting period. • Information tickets generated for internal CenturyLink QC system/network monitoring purposes. • Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order. • Records involving official CenturyLink QC company services. Records missing data essential to the calculation of the measurement as defined herein.	
Product Reporting Categories: • As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.	**Standards:** **OP-5A:** Parity with retail service **OP-5B:** 96.5% **OP-5T:** Diagnostic **OP-5R:** Diagnostic for six months following first reporting. Possible standard (TBD) (Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)

OP- 5 – New Service Quality (continued)

Product Reporting:	Standards:		
Reported under OP-5A, OP-5B, OP-5T and OP-5R:			
	OP-5A	**OP-5B**	**OP-5T & OP-5R**
Resale			
Residential single line service	Parity with retail service	96.5%	Diagnostic
Business single line service	Parity with retail service	96.5%	Diagnostic
Centrex	Parity with retail service	96.5%	Diagnostic
Centrex 21	Parity with retail service	96.5%	Diagnostic
PBX Trunks	Parity with retail service	96.5%	Diagnostic
Basic ISDN	Parity with retail service	96.5%	Diagnostic
Primary ISDN	Parity with retail service	96.5%	Diagnostic
DS0	Parity with retail service	96.5%	Diagnostic
DS1	Parity with retail service	96.5%	Diagnostic
DS3 and higher bit-rate services (aggregate)	Parity with retail service	96.5%	Diagnostic
Frame Relay	Parity with retail service	Diagnostic	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service	96.5%	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21	96.5%	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex	96.5%	Diagnostic
Line Splitting	Parity with retail RES & BUS POTS	96.5%	Diagnostic
Loop Splitting NOTE 8	Diagnostic	Diagnostic	Diagnostic
Line Sharing	Parity with retail RES & BUS POTS	96.5%	Diagnostic
Sub-Loop Unbundling	Diagnostic	Diagnostic	Diagnostic
Unbundled Loops:			
Analog Loop	Parity with retail Res & Bus POTS with dispatch	96.5%	Diagnostic
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)	96.5%	Diagnostic
Non-loaded Loop (4-wire)	Parity with retail DS1	96.5%	Diagnostic
DS1-capable Loop	Parity with retail DS1	96.5%	Diagnostic
xDSL-I capable Loop	Parity with retail DS1 Private Line	96.5%	Diagnostic
ISDN-capable Loop	Parity with retail ISDN BRI (designed)	96.5%	Diagnostic
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)	96.5%	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)	96.5%	Diagnostic
Dark Fiber - Loop	Diagnostic	Diagnostic	Diagnostic

OP- 5 – New Service Quality (continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (above DS1 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic

Reported under OP-5A and under OP-5R (per OP-5A specifications):

	OP-5A	OP-5R
• LIS Trunks	Parity with Feature Group D (aggregate)	Diagnostic
Unbundled Dedicated Interoffice Transport (UDIT)		
UDIT (DS1 Level)	Parity with Retail Private Lines (DS1)	Diagnostic
UDIT (Above DS1 Level)	Parity with Retail Private Lines (Above DS1 level)	Diagnostic
Dark Fiber - IOF	Diagnostic	Diagnostic
• E911/911 Trunks	Parity with Retail E911/911 Trunks	Diagnostic

Availability:

Available

Notes:

1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.
2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.
3. CenturyLink QC's repair management and tracking systems consist of WFA (Work Force Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T).
4. The "following month" includes also the period of a few business days (typically four or five) afterward, up to the time when CenturyLink QC pulls the repair data to begin processing results for this measurement.
5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in CenturyLink QC's documented or agreed upon procedures.
6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A.
7. OP-5R will be counted on a per ticket basis.
8. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-6 – Delayed Days

Purpose:
Evaluates the extent CenturyLink QC is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

Description:

OP-6A – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to CenturyLink QC.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by CenturyLink QC, subject to exclusions specified below.

OP-6B – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for facility reasons attributed to CenturyLink QC.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by CenturyLink QC, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders representing inward activity.
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any. [NOTE 2]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest CenturyLink QC-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 2]

Reporting Period: One month	**Unit of Measure:** Average Business Days

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. • Results for products/services listed under Product Reporting under "MSA-type Disaggregation" will be reported for OP-6A and OP-6B according to orders involving: 1. Dispatches within MSAs; 2. Dispatches outside MSAs; and 3. No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: 4. In Interval Zone 1 areas; and 5. In Interval Zone 2 areas.

Formula:

OP-6A = ∑[(Actual Completion Date of late order for non-facility reasons) – (Applicable Due Date of late order) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Late Orders for non-facility reasons completed in the reporting period)

OP-6B = ∑[(Actual Completion Date of late order for facility reasons) – (Applicable Due Date of late order)] – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date) ÷ (Total Number of Late Orders for facility reasons completed in the reporting period)

OP- 6 – Delayed Days (continued)

Exclusions:

- Orders affected only by delays that are solely for customer and/or CLEC reasons.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Res and Bus POTS
• Loop Splitting NOTE 3	Diagnostic
• Line Sharing	Parity with retail Res and Bus POTS
• Sub-Loop Unbundling	Diagnostic
Zone-type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line- Service
UDIT – Above DS1 level	Parity with retail Private Line- Services above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS with dispatch
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail ISDN BRI (designed)
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)

OP- 6 – Delayed Days (continued)

Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

Availability: Available	**Notes:** 1. For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5, Saturday is counted as a business day when the service order is due or completed on Saturday. 2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a CenturyLink QC-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first CenturyLink QC-initiated due date change, if any. Following the first CenturyLink QC-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple CenturyLink QC-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of CenturyLink QC-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of CenturyLink QC and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that CenturyLink QC-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. 3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop

Purpose:
Evaluates the duration of completing coordinated "hot cuts" of unbundled loops, focusing on the time actually involved in disconnecting the loop from the CenturyLink QC network and connecting/testing the loop.

Description:
Measures the average time to complete coordinated "hot cuts" for unbundled loops, based on intervals beginning with the "lift" time and ending with the completion time of CenturyLink QC's applicable tests for the loop.

- Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- "Hot cut" refers to moving the service of existing customers from CenturyLink QC's switch/frames to the CLEC's equipment, via unbundled loops, that will serve the customers.
- "Lift" time is defined as when CenturyLink QC disconnects the existing loop.
- "Completion time" is defined as when CenturyLink QC completes the applicable tests after connecting the loop to the CLEC.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
∑[Completion time – Lift time] ÷ (Total Number of unbundled loops with coordinated cutovers completed in the reporting period)

Exclusions:

- Time intervals associated with CLEC-caused delays.
- Records missing data essential to the calculation of the measurement per the PID.
- Invalid start/stop dates/times or invalid scheduled date/times.

Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All other Loop Types	**Standard:** **CO:** 1 hour **All Other States:** Diagnostic in light of OP-13 (Coordinated Cuts On Time)
Availability: Available	**Notes:**

OP-8 – Number Portability Timeliness

Purpose:
Evaluates the timeliness of cutovers of local number portability (LNP).

Description:

OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.

- All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.

OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.

- All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than CenturyLink QC-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.

- For purposes of these measurements (OP-8B and -8C), "trigger" refers to the "10-digit unconditional trigger" or Line Side Attribute (LSA) that is set or translated by CenturyLink QC.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the "lay" time for the loop.

Reporting Period: One month	**Unit of Measure:** Percent of triggers set on time
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:

OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100

OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100

Exclusions:

- CLEC-caused delays in trigger setting.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).
- LNP requests for which the records used as sources of data for these measurements have the following types of errors:
  - Records with no PON (purchase order number) or STATE.
  - Records where triggers cannot be set due to switch capabilities.
  - Records with invalid due dates, application dates, or start dates.
  - Records with invalid completion dates.
  - Records missing data essential to the calculation of the measurement per the PID.
  - Invalid start/stop dates/times or invalid frame due or scheduled date/times.

Product Reporting: None	**Standard:** 95%
Availability: Available	**Notes:**

OP-13 – Coordinated Cuts On Time – Unbundled Loop

Purpose:
Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

Description:

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as "on time" in this measurement, the CLEC must agree to the start time, and CenturyLink QC must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the CenturyLink QC portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
- OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
- The "committed order due time" is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
  - Analog unbundled loops:

1 to 16 lines:	1 Hour
17 to 24 lines:	2 Hours
25+ lines:	Project*

  - All other unbundled loops:

1 to 5 lines:	1 Hour
6 to 8 lines:	2 Hours
9 to 11 lines:	3 Hours
12 to 24 lines:	4 Hours
25+ lines:	Project*

  *For Projects scheduled due dates and scheduled start times will be negotiated between CLEC and CenturyLink QC, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).
- "Stop" time is defined as when CenturyLink QC notifies the CLEC that the CenturyLink QC physical work and the appropriate tests have been successfully accomplished, including the CenturyLink QC portion of any coordinated LNP orders.
- Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
- Where CenturyLink QC's records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level. Results for this measurement will be reported according to: OP-13A Cuts Completed On Time OP-13B Cuts Started Without CLEC Approval

OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

Formula:

OP-13A = [(Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time") ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

OP-13B = [(Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval) ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

Exclusions:

Applicable to OP-13A:

- Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.

OP-13A & OP-13B:

- Records with invalid completion dates.
- Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".
- Invalid start/stop dates/times or invalid scheduled date/times.
- Projects involving 25 or more lines.

Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All Other Loops	**Standards:** **OP-13A**: **AZ:** 90 Percent or more **All Other States:** 95 Percent or more **OP-13B**: Diagnostic
Availability: Available	**Notes:**

OP-15 – Interval for Pending Orders Delayed Past Due Date

Purpose:
Evaluates the extent to which CenturyLink QC's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

Description:
OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to CenturyLink QC.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by CenturyLink QC has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity.
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If CenturyLink QC changes a due date for CenturyLink QC reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a CenturyLink QC-initiated, changed due date, if any. NOTE 1
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest CenturyLink QC-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. NOTE 1

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for CenturyLink QC facility reasons.

Reporting Period: One month	**Unit of Measure:** OP-15A – Average Business Days NOTE 2 OP-15B – Number of orders pending facilities
Reporting Comparisons: CLEC aggregate, individual CLEC, CenturyLink QC retail	**Disaggregation Reporting:** Statewide

Formula:

OP-15A = ∑[(Last Day of Reporting Period) – (Applicable Due Date of Late Pending Order) - (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Pending Orders Delayed for CenturyLink QC reasons as of the last day of Reporting Period)

OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for CenturyLink QC facility reasons

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Product Reporting:	**Standards:** OP-15B = diagnostic only For OP-15A:
• Resale	
Residential single line service	Diagnostic (Expectation: Parity with retail service)
Business single line service	Diagnostic (Expectation: Parity with retail service)
Centrex	Diagnostic (Expectation: Parity with retail service)
Centex 21	Diagnostic (Expectation: Parity with retail service)
PBX Trunk	Diagnostic (Expectation: Parity with retail service)
Basic ISDN	Diagnostic (Expectation: Parity with retail service
Primary ISDN	Diagnostic (Expectation: Parity with retail service)
DS0	Diagnostic (Expectation: Parity with retail service)
DS1	Diagnostic (Expectation: Parity with retail service)
DS3 and higher bit-rate services (aggregate)	Diagnostic (Expectation: Parity with retail service)
Frame Relay	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic (Expectation: Parity with retail Centrex 21)
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic (Expectation: Parity with retail Centrex)
• Line Splitting	Diagnostic (Expectation: Parity with retail Res and Bus POTS)
• Loop Splitting NOTE 3	Diagnostic
• Line Sharing	Diagnostic (Expectation: Parity with retail Res and Bus POTS)
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic (Expectation: Parity with DS1 Private Line- Service)
UDIT – Above DS1 level	Diagnostic (Expectation: Parity with Private Line-Services above DS1 level)
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
Non-loaded Loop (2-wire)	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
Non-loaded Loop (4-wire)	Diagnostic (Expectation: Parity with retail DS1)
DS1-capable Loop	Diagnostic (Expectation: Parity with retail DS1)
ISDN-capable Loop	Diagnostic (Expectation: Parity with ISDN BRI (designed))
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
Loop types of DS3 or higher bit rate (aggregate)	Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Diagnostic (Expectation: Parity with retail E911/911 Trunks)
• Enhanced Extended Loops (EELs)	Diagnostic

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Availability:	**Notes:**
Available	1. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a CenturyLink QC-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first CenturyLink QC-initiated due date change, if any. Following the first CenturyLink QC-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple CenturyLink QC-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of CenturyLink QC-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of CenturyLink QC and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that CenturyLink QC-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. 2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day. 3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-17 – Timeliness of Disconnects associated with LNP Orders

Purpose:
Evaluates the quality of CenturyLink QC completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

Description:
OP-17A

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by CenturyLink QC before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.
  - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by CenturyLink QC or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
  - A CLEC request for delay of disconnection is considered timely if received by CenturyLink QC before 8:00 p.m. MT on the current due date of the LNP order recorded by CenturyLink QC.

OP-17B

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by CenturyLink QC before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.
  - A CLEC request for delay of disconnection is considered "untimely" if received by CenturyLink QC after 8:00 p.m. MT on the current due date of the LNP order recorded by CenturyLink QC and before 12:00 p.m. MT (noon) on the day after the current due date.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to CenturyLink QC via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide

Formula:
[(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying CenturyLink QC that disconnection before the scheduled time has occurred) ÷ Total Number of LNP TNs ported pursuant to orders completed in the reporting period] x 100

OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)

Exclusions:

OP-17A only

- Trouble reports notifying CenturyLink QC of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation.

OP-17A & B

- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).
- Records with invalid trouble receipt dates.
- Records with invalid cleared, closed or due dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-17B only

- Trouble reports notifying CenturyLink QC of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation.

Product Reporting: LNP	**Standards:** OP-17A – 98.25% OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.
Availability: Available	**Notes:**

Maintenance and Repair

MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

Purpose: Evaluates Customer access to CenturyLink QC's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.	
Description: Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring. • Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the CenturyLink QC agent. • Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and CenturyLink QC Retail levels.	**Disaggregation Reporting:** Region-wide level.
Formula: [(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100	
Exclusions: Time spent in the VRU (Voice Response Unit) is not counted.	
Product Reporting: None	**Standard**: Parity
Availability: Available	**Notes:**

MR-3 – Out of Service Cleared within 24 Hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).

Description:
Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.
- Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-3A Dispatches within MSAs; MR-3B Dispatches outside MSAs; and MR-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-3D In Interval Zone 1 areas; and MR-3E In Interval Zone 2 areas.

Formula:
[(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) ÷ (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-3 – Out of Service Cleared within 24 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI **All Other States:** Diagnostic
Zone-type Disaggregation -	
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI (designed)
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with ISDN-BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN-BRI (designed)
Availability: Available	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-4 – All Troubles Cleared within 48 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).

Description:
Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-4A Dispatches within MSAs; MR-4B Dispatches outside MSAs; and MR-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-4D In Interval Zone 1 areas; and MR-4E In Interval Zone 2 areas

Formula:
[(Total Trouble Reports closed in the reporting period that are cleared within 48 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-4 – All Troubles Cleared within 48 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
Zone-Type Disaggregation -	
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI (designed)
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN-BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN-BRI (designed)
Availability: Available	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-5 – All Troubles Cleared within 4 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).

Description:
Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. Results for listed products will be disaggregated according to trouble reports: MR-5A In Interval Zone 1 areas; and MR-5B In Interval Zone 2 areas.

Formula:
[(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-5 – All Troubles Cleared within 4 hours (continued)

Product Reporting:	**Standards:**
Zone-Type Disaggregation -	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Line Services above DS1 level
• Unbundled Loops:	
Non-loaded Loop (4-wire)	Parity with retail DS1
DS1-capable Loop	Parity with retail DS1
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
Availability: Available	**Notes:** .

MR-6 – Mean Time to Restore

Purpose:
Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.

Description:
Measures the time actually taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-6A Dispatches within MSAs; MR-6B Dispatches outside MSAs; and MR-6C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-6D In Interval Zone 1 areas; and MR-6E In Interval Zone 2 areas.

Formula:
$\sum$[(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] ÷ (Total number of Trouble Reports closed in the reporting period)

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Trouble reports from MTAS or WFA that are coded as No Trouble Found or Test Okay and with durations of less than or equal to 1 hour.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-6 – Mean Time to Restore (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

MR-6 – Mean Time to Restore (Continued)

Availability:	**Notes:**
Available	1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-7 – Repair Repeat Report Rate

Purpose:
Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same line/circuit within a specified period (30 calendar days).

Description:
Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service CenturyLink QC will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.
- Includes reports due to CenturyLink QC network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-7D In Interval Zone 1 areas; and MR-7E In Interval Zone 2 areas.

Formula:
[(Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed) ÷ (Total number of Trouble Reports Closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-7 – Repair Repeat Report Rate (Continued)

- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Res and Bus POTS
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**AZ & CO:** Parity with retail Res and Bus POTS
	All Other States: Diagnostic Comparison with retail Res and Bus POTS
• Sub-Loop Unbundling	**CO:** Parity with Retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-l capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks

MR-7 – Repair Repeat Report Rate (Continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
Availability: Targeted availability with July 2004 results reported in September 2004	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-8 – Trouble Rate

Purpose: Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.	
Description: Measures trouble reports by product and compares them to the number of lines in service. • Includes all trouble reports closed during the reporting period, subject to exclusions specified below. • Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.	
Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting**: Statewide level.
Formula: [(Total number of trouble reports closed in the reporting period involving the specified service grouping) ÷ (Total number of the specified services that are in service in the reporting period)] x 100	
Exclusions: • Trouble reports coded as follows: – For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider). – For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). • Subsequent trouble reports of any trouble before the original trouble report is closed. • Information tickets generated for internal CenturyLink QC system/network monitoring purposes. • Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. • Records involving official company services. • Records with invalid trouble receipt dates. • Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	

MR-8 – Trouble Rate (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform(UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line Service
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

MR-8 – Trouble Rate (continued)

Availability:	**Notes:**
Available	1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-9 – Repair Appointments Met

Purpose:
Evaluates the extent to which CenturyLink QC repairs services for Customers by the appointment date and time.

Description:
Measures the percentage of trouble reports for which the appointment date and time is met.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Time measured is from date and time that CenturyLink QC is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within MSAs; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.

Formula:
[(Total Trouble Reports Cleared by appointment date and time) ÷ (Total Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting: Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	**Standard:** Parity
Availability: Available	**Notes:**

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MR-9 – Repair Appointments Met (continued)

MR-10 – Customer and Non-CenturyLink QC Related Trouble Reports

Purpose:
Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.

Description:
Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below.
Includes trouble reports closed during the reporting period coded as follows:

- For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-CenturyLink QC (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay for MSA type disaggregated products.
- For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Number of Trouble Reports coded to disposition codes specified above) ÷ (Total Number of Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal CenturyLink QC system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-10 Customer and Non-CenturyLink QC Related Trouble Reports (continued)

Product Reporting:	**Standards:**
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic
• Resale	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate)	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic
UDIT – Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
xDSL-I capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
Availability: Available	**Notes:**

MR-11 – LNP Trouble Reports Cleared within Specified Timeframes

Purpose:
Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.

Description:

MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of CenturyLink QC receiving these trouble reports from CLECs.

- Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next business day, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.

MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of CenturyLink QC receiving these trouble reports from CLECs.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.

- The "currently-scheduled due date/time" is the original due date/time established by CenturyLink QC in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to CenturyLink QC a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.
- A request for delay of disconnection is considered timely if received by CenturyLink QC before 8:00 p.m. MT on the due date that CenturyLink QC has on record at the time of the request.
- A request for delay of disconnection is considered untimely if received by CenturyLink QC after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date
- Time measured is from the date and time CenturyLink QC receives the trouble report to the date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide level (all are "non-dispatched").

Formula:

MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that CenturyLink QC executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that CenturyLink QC executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100

MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100

MR-11 – LNP Trouble Reports Cleared within Specified Timeframes (Continued)

Exclusions: • Trouble reports attributed to customer or non-CenturyLink QC reasons • Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects. • Subsequent trouble reports of LNP trouble before the original trouble report is closed. • For MR-11B only: Trouble reports involving a "no access" delay. • Information tickets generated for internal CenturyLink QC system/network monitoring purposes. • Records involving official company services. • Records with invalid trouble receipt dates. • Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	
Product Reporting: LNP	**Standards:** MR-11A: • If OP-17 result meets its standard, the MR-11A standard is Diagnostic. • If OP-17 result does not meet its standard, the MR-11A standard is as follows: – For 0-20 trouble reports*: No more than 1 ticket cleared in > four business hours – For > 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business MR-11B: • For 0-20 trouble reports**: No more than 1 ticket cleared > 48 hours • For > 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business * Based on MR-11A denominator. ** Based on MR-11B denominator.
Availability: Available	**Notes:**

Billing

BI-1 – Time to Provide Recorded Usage Records

Purpose:
Evaluates the timeliness with which CenturyLink QC provides recorded daily usage records to CLECs.

Description:
Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.

BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and CenturyLink QC or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services.

BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows:

- BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] subject to exclusions specified below.
- BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** BI-1A, BI-1C-1, BI-1C-2: Average Business Days BI-1B: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and CenturyLink QC Retail results	**Disaggregation Reporting:** State level.

Formula:

BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = ∑(Date Record Transmitted or made available – Date Usage Recorded) ÷ (Total number of records)

BI-1B = [(# of daily usage records for Jointly provided switched access sent within four days) ÷ (Total daily usage records for Jointly provided switched access in the report period)] x 100

Exclusions:

- Instances where the CLEC requests other than daily usage transmission or availability.
- Duplicate records.

Product Reporting: • UNEs and Resale • Jointly-provided Switched Access	**Standards:** BI-1A: Parity with CenturyLink QC retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the CenturyLink QC Retail results used in standard for BI-1A
Availability: Available	**Notes:** 1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D.

BI-2 – Invoices Delivered within 10 Days

Purpose: Evaluates the timeliness with which CenturyLink QC delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
Description: Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. • Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: Combined CenturyLink QC Retail/CLEC results (Parity by design)	**Disaggregation Reporting:** State level
Formula: [(Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less) ÷ (Total Number of Invoices)] x 100	
Exclusions: • Bills transmitted via paper, magnetic tape, CD-ROM, diskette. • Records with missing data essential to the calculation of the measurement per the PID.	
Product Reporting: • UNEs and Resale	**Standard:** Parity by design.
Availability: Available	**Notes:**

BI-3 – Billing Accuracy – Adjustments for Errors

Purpose: Evaluates the accuracy with which CenturyLink QC bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
Description: Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. • Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period. • "Amounts adjusted off bills due to errors" is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and CenturyLink QC Retail results	**Disaggregation Reporting:** State level.
Formula: [∑(Total Billed Revenue Billed in Reporting Period - Amounts Adjusted Off Bills Due to Errors) ÷ (Total Billed Revenue billed in Reporting Period)] x 100	
Exclusions: • BI-3A - UNEs and Resale – None • BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use	
Product Reporting: • BI-3A - UNEs and Resale • BI-3B - Reciprocal Compensation Minutes of Use (MOU)	**Standards:** • BI-3A – UNEs and Resale: 98% • BI-3B – Reciprocal Compensation (MOU) – 95%
Availability: Available	**Notes:**

BI-4 – Billing Completeness

Purpose: • UNEs and Resale – Evaluates the completeness with which CenturyLink QC reflects non-recurring and recurring charges associated with completed service orders on the bills. • Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which CenturyLink QC reflects the revenue for Local Minutes of Use associated with CLEC local traffic over CenturyLink QC's network on the bills.	
Description: BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.* BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.* * Correct bill = next available bill	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and CenturyLink QC Retail results	**Disaggregation Reporting:** Statewide level.
Formula: BI-4A – UNEs and Resale = [∑(Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill ÷ total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill)] x 100 BI-4B – Reciprocal Compensation MOU = [∑(Revenue for Local Minutes of Use billed on the correct* bill ÷ Total revenue for Local Minutes of Use collected during the month)] x 100	
Exclusions: None	
Product Reporting: • UNEs and Resale • Reciprocal Compensation (MOU)	**Standards:** **BI-4A** - UNEs and Resale: Parity with CenturyLink QC Retail bills. **BI-4B** - Reciprocal Compensation (MOU): 95%
Availability: Available	**Notes:**

Database Updates

DB-1 – Time to Update Databases

Purpose:
Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.

Description:

- Measures the average time required to update the databases of E911, LIDB, and Directory Builder.
- Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.
- For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no "individual E911 database update records" provided with which to measure the database update process.
- The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records.

Reporting Period: One month	**Unit of Measure:** E911 – Hrs: Mins. LIDB & Directory Listings – Seconds
Reporting Comparisons: DB-1A - E911: Combined results for CenturyLink QC Retail and Reseller CLEC Aggregate; DB-1B - LIDB: Combined results for all CenturyLink QC Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 - Listings: Combined results for all Provider types including CenturyLink QC Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. NOTE 1	**Disaggregation Reporting:** DB-1A: E911 for CenturyLink QC Retail and Reseller CLEC–State level DB-1B: LIDB for CenturyLink QC Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including CenturyLink QC Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed–Sub-region applicable to state

Formula:
Σ[(Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period) – (Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period)] ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period

Exclusion:

- Invalid start/stop dates/times.

DB-1 – Time to Update Databases (continued)

Product Reporting: Not applicable (Reported by database type)	**Standards:** DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design
Availability: Available	**Notes:** 1. Because they cannot be separated, results for CenturyLink QC Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations.

DB-2 – Accurate Database Updates

Purpose: Evaluates the accuracy of database updates completed without errors in the reporting period.	
Description: • Measures the percentage of database updates completed without errors in the reporting period. • Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: DB-2C-1 Listings – Combined results for all CenturyLink QC Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates	**Disaggregation Reporting:** DB-2C-1, Listings for CenturyLink QC Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide
Formula: [Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 100	
Exclusions: Invalid start/stop dates/times.	
Product Reporting: Not applicable (Reported by database type)	**Standards:** DB-2C-1 – Listings: Parity by design NOTE 1
Availability: Available	**Notes:** 1. CenturyLink QC retail and Reseller CLECs are parity by design. Because Facilities-based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation.

Directory Assistance

DA-1 – Speed of Answer – Directory Assistance

Purpose: Evaluates timeliness of customer access to CenturyLink QC's Directory Assistance operators, focusing on how long it takes for calls to be answered.	
Description: Measures the average time following first ring until a call is first picked up by the CenturyLink QC agent/system to answer Directory Assistance calls. • Includes all calls to CenturyLink QC directory assistance during the reporting period. • Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue. • Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. • Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.	
Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: Results for CenturyLink QC and all CLECs are combined.	**Disaggregation Reporting:** Sub-region applicable to state
Formula: Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Operator Services

OS-1 – Speed of Answer – Operator Services

Purpose: Evaluates timeliness of customer access to CenturyLink QC's operators, focusing on how long it takes for calls to be answered.	
Description: Measures the time following first ring until a call is answered by the CenturyLink QC agent. • Includes all calls to CenturyLink QC's operator services during the reporting period, subject to exclusions specified below. • Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. • Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.	
Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: CenturyLink QC and all CLECs are aggregated in a single measure.	**Disaggregation Reporting:** Sub-region applicable to state
Formula: Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Network Performance

NI-1 – Trunk Blocking

Purpose:
Evaluates factors affecting completion of calls from CenturyLink QC end offices to CLEC end offices, compared with the completion of calls from CenturyLink QC end offices to other CenturyLink QC end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.

Description:
Measures the percentage of trunks blocking in interconnection and interoffice final trunks.

- Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent Blockage

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
CLEC aggregate, individual CLEC, and CenturyLink QC Interoffice trunk blocking results.	Reports the percentage of trunks blocking in interconnection final trunks, reported by: NI-1A Interconnection (LIS) trunks to CenturyLink QC tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to CenturyLink QC end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to CenturyLink QC tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other CenturyLink QC end offices, without TGSR-related exclusions.

Formula:
{[∑(Blockage in Final Trunk Group of Specified Type)x(Number of Circuits in Trunk Group)] ÷ (Total Number of Final Trunk Circuits in all Final Trunk Groups)} x 100

Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.

NI-1 – Trunk Blocking (Continued)

Exclusions:

For NI-1A and NI-1B only:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
  - A Trunk Group Service Request (TGSR) [NOTES 1 & 2] has been issued in the reporting period; or
  - CLECs do not submit, within 20 calendar days of receiving a TGSR:
    a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons [NOTE 3]);
    b) Trouble Reports; or
    c) Notification of traffic re-routing (as described in Note 1 below).

For NI-1A, NI-1B, NI-1C, and NI-1D:

- Trunk groups, blocking in excess of one percent in the reporting period, for which CenturyLink QC can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:
  - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;
  - The CLEC placing trunks in a "busy" condition;
  - Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to CenturyLink QC. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to lack of facilities, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner [NOTE 4]); or
  - Isolated incidences of blocking, about which CenturyLink QC provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or CenturyLink QC, and (c) thus, do not require an actionable TGSR.

- Trunk groups recently activated that have not been in service for a full "20-high-day, busy hour" review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- CenturyLink QC official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**	
LIS Trunks	Where NI-1A ≤ 1%:	1 %
	Where NI-1A > 1%:	Parity with CenturyLink QC Interoffice Trunks to tandems
	Where NI-1B ≤ 1%:	1 %
	Where NI-1B > 1%:	Parity with CenturyLink QC Interoffice Trunks to end offices
	NI-1C and NI-1D:	Diagnostic [NOTE 5]

Availability:	**Notes:**
Available	1. CenturyLink QC uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify CenturyLink QC within 20 days that it is initiating a Trouble Report where CenturyLink QC traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify CenturyLink QC that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking. 2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC's response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group. 3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.

NI-1 – Trunk Blocking (Continued)

	a) CenturyLink QC-initiated due date delays, including supplements made pursuant to CenturyLink QC requests to delay due dates, shall not be counted as CLEC delays in this measurement. b) CenturyLink QC-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon. c) CLEC delays (e.g., "customer not ready" in advance of a due date) that do not contribute to a CenturyLink QC-established due date being missed shall not be counted as a CLEC delay in this measurement. 4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed. a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time. b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, CenturyLink QC still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied. c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting. 5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.

NP-1 – NXX Code Activation

Purpose:
Evaluates the timeliness of CenturyLink QC's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.

Description:
NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below.
NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to CenturyLink QC-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a CenturyLink QC delay in this sub-measurement are cases in which "2-6 codes" [NOTE 1] associated with the CenturyLink QC interconnection facilities are provided late by CenturyLink QC to the CLEC.

- CenturyLink QC must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date.
- The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after CenturyLink QC receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation.
- The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to CenturyLink QC.
- NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date).
- The NXX code activation completion process includes testing, including calls to the test number when provided.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and CenturyLink QC Retail results.	**Disaggregation Reporting:** Statewide.

Formula:
NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100

NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by CenturyLink QC Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100

Exclusions:
NP-1A:

- NXX code activations completed after the LERG date or "revised" date due to delays in the installation of CenturyLink QC provided interconnection facilities associated with the activations. [NOTE 2]

NP-1A and NP-1B:

- NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than

NP-1 – NXX Code Activation (continued)

industry standard (currently 45 calendar days).

- NXX codes where CenturyLink QC received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date.

NP-1 – NXX Code Activation (continued)

Product Reporting: None	**Standards:** NP-1A: Parity NP-1B: Diagnostic
Availability: Available	**Notes:** 1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits. 2. Only CenturyLink QC-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date.

Collocation

CP-1 – Collocation Completion Interval

Purpose:
Evaluates the timeliness of CenturyLink QC's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

Description:
Measures the interval between the Collocation Application Date and CenturyLink QC's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a Ready for Service (RFS) date by CenturyLink QC and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date CenturyLink QC receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by CenturyLink QC on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "Ready For Service" as defined in the Definition of Terms section herein.
- Establishment of RFS Dates: RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:

CP-1 – Collocation Completion Interval (continued)

- **Forecasted Collocations:** 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **Unforecasted Collocations:** 75 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.

- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations:** 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to CenturyLink QC for collocations in which Major Infrastructure Modifications are required. CenturyLink QC will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled

- RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond CenturyLink QC's control, but not for CenturyLink QC reasons.
- Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired.

CP-1A Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.

CP-1B Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.

CP-1C Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide.

Formula: (for CP-1A, CP-1B and CP-1C)
Σ[(Collocation Completion Date) – (Complete Application Date)] ÷ (*Total Number of Collocations* Completed in Reporting Period)

CP-1 – Collocation Completion Interval (continued)

Exclusions:

- CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.
- CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.
- CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.
- Cancelled or expired applications.

Product Reporting: None	**Standards:** CP-1A: 90 calendar days CP-1B: 120 calendar days CP-1C: 150 calendar days
Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:
Evaluates the extent to which CenturyLink QC completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

Description:
Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service Date RFS date by CenturyLink QC and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date CenturyLink QC receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by CenturyLink QC on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to CenturyLink QC 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to CenturyLink QC,

CP-2 – Collocations Completed within Scheduled Intervals (continued)

for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.

- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to CenturyLink QC more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations:** 45 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC provides a complete forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to CenturyLink QC, for collocations for which the CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to CenturyLink QC for collocations in which Major Infrastructure Modifications are required. CenturyLink QC will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.

- Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.

CP-2A **Forecasted Collocations**: Measures collocation installations for which CLEC provides a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.

CP-2B **Non-Forecasted and Late Forecasted Collocations**: Measures collocation installations for which CLEC does not provide a forecast to CenturyLink QC 60 or more calendar days in advance of the Collocation Application Date.

CP-2C **All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days**: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula: (for CP-2A, CP-2B and CP-2C)
[(Count of Collocations for which the RFS is met) ÷ (Total Number of Collocations Completed in the Reporting Period)] x 100

Exclusions:
- RFS dates missed for reasons beyond CenturyLink QC's control.
- Cancelled or expired requests.

Product Reporting: None	**Standards:** CP-2A & -2B: 90% CP-2C: 90%

CP-2 – Collocations Completed within Scheduled Intervals (continued)

Availability:	**Notes:**
Available	1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-3 – Collocation Feasibility Study Interval

Purpose:
Evaluates the timeliness of the CenturyLink QC sub-process function of providing a collocation feasibility study to the CLEC.

Description:
Measures average interval to respond to collocation studies for feasibility of installation.

- Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Interval begins with the Collocation Application Date and ends with the date CenturyLink QC completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date CenturyLink QC receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by CenturyLink QC on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
Σ[(Date Feasibility Study provided to CLEC) – (Date CenturyLink QC receives CLEC request for Feasibility Study)] ÷ (Total Feasibility Studies Completed in the Reporting Period)

Exclusions:

- CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.

Product Reporting: None	**Standard:** 10 calendar days or less

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-4 – Collocation Feasibility Study Commitments Met

Purpose:
Evaluates the degree that CenturyLink QC completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.

Description:
Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval

- The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay.
- Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Considers the interval from the Collocation Application Date to the date CenturyLink QC completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date CenturyLink QC receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by CenturyLink QC on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals) ÷ (Total applicable Collocation Feasibility studies completed in the reporting period)] x 100

Exclusions: None

Product Reporting: None	**Standard:** 90 percent or more

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which CenturyLink QC receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
  (2) Retail orders received after 3:00 PM local time for Designed Services.
  (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
  (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – The date shown at the top of the bill, representing the date on which CenturyLink QC begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that CenturyLink QC is normally open for business. Business Day = Monday through Friday, excluding weekends and CenturyLink QC published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Code Activation (Opening) – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

DEFINITION OF TERMS (continued)

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.
Completion – The time in the order process when the service has been provisioned and service is available.
Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.
Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.
Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.
Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.
Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.
Delayed Order – An order which has been completed after the scheduled due date and/or time.
Directory Assistance Database – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.
Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.
DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.
DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.
Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.
End Office Switch – A switch from which an end users' exchange services are directly connected and offered.
Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.
Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.
Flow-Through –The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.
Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which CenturyLink QC specifies shorter standard service intervals than for Interval Zone 2 areas.
Installation – The activity performed to activate a service.
Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).
Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers
Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.
Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order
Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.
Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

DEFINITION OF TERMS (continued)

Local Exchange Routing Guide (LERG) – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).

Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. CenturyLink QC depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

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

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to CenturyLink QC (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per CenturyLink QC's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

DEFINITION OF TERMS (continued)

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, .e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the CenturyLink QC Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of "closed."

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Network Element – Platform (UNE-P) – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

Unbundled Loop - The Unbundled Loop is a transmission path between a CenturyLink QC Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where CenturyLink QC owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

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GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DA	Directory Assistance
DB	Decibel
DB	Database
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EELS	Enhanced Extended Loops
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between CenturyLink QC central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NANP	North American Numbering Plan
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix
OBF	Ordering and Billing Forum
OOS	Out of service (type of trouble condition)

GLOSSARY OF ACRONYMS (continued)

ACRONYM	DESCRIPTION
OSS	Operations Support Systems
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
RFS	Ready for Service (refers to collocation installations)
SIA	SAAFE (Strategic Application Architecture Framework and Environment) Information Access
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element – Platform
VRU	Voice Response Unit
WFA	Work Force Administration
XDSL	(x) Digital Subscriber Line. (The "x" prefix refers to DSL generically. An "x" replaced by an "A" refers to Asymmetric DSL, and by an "H" refers to High-bit-rate DSL.)
XML	Extensible Markup Language

APPENDIX A

PO-20 Feature Detail Fields

Feature Detail

Resale and UNE-P (POTS and Centrex 21):

CFN
Validate the call forwarding TN

CFNB
Validate the call forwarding TN

CFND
Validate the call forwarding TN

RCYC
FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

HLN (HLA Hot Line)
FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

LINK (HME CALL FORWARDING TO CELLULAR)
FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

DES on DID MBB
If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

APPENDIX A (continued)

TN on Custom Ring USOC (RGG1A etc.)
We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

CAS (If provided on LSR for SEA)
Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

WW (if provided on LSR for TFM)
Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

MBOA (if provided on LSR for VFN)
Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

DES on VGT (if provided on LSR)
Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

WLT (WLS Warm Line)
Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.

APPENDIX A (continued)

FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

SIT (if provided on LSR for WFA)
Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

SIS (if provided on LSR for WFA)
Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

ELN (if provided on LSR for WFA)
800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

ELA (if provided on LSR for WFA)
800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

AOS (if provided on LSR for WFA)
Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

ALC (if provided on LSR for WFA)
IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

APPENDIX A (continued)

Resale and UNE-P Centrex 21

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):

KEY (If provided on LSR for Electronic Business Set EBS USOCs)
Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

MADN (If provided on LSR for Electronic Business Set EBS USOCs)
Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

ROL (If provided on LSR for Electronic Business Set EBS USOCs)
Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

TTYD (If provided on LSR for C2TAX)
Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

APPENDIX A (continued)

FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

CPG (If provided on LSR for E3PPK)
Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

CPUO (If provided on LSR for E3PPK)
Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

CPUT (If provided on LSR for E3PPK)
Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

SCG (If provided on LSR for Speed call USOCs)
Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

CSL (If provided on LSR for Speed call USOCs)
Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

SCF (If provided on LSR for Speed call USOCs)
Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

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EXHIBIT C

See CenturyLink's Wholesale web-site for the Service Interval Guide.

Exhibit D

Date General Information Provided by CenturyLink:_____
General Agreement :_____
BAN Number(must be assigned before processing):_____

REVISED CENTURYLINK RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 06/08/2011

1 **PURPOSE**. The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation dba CenturyLink QC's ("CenturyLink") Poles, to place Facilities on or within CenturyLink's Innerduct (collectively "Poles/Innerduct") and to obtain access to CenturyLink's private right of way ("ROW"), to the extent CenturyLink has the right to grant such access. This General Information is necessary to determine if CenturyLink can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".

2 **PROCESS**. The CenturyLink process is designed to provide the CLEC the information so as to assist CLEC and CenturyLink to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover CenturyLink's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the CenturyLink Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wholesale.servicessupportteam@centurylink.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wholesale.servicessupportteam@centurylink.com while the fee must be sent to the CenturyLink CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: CenturyLink central offices, streets, cities, states, lakes, rivers, mountains, etc. CenturyLink reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

CenturyLink will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, CenturyLink will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step

results only in the location and mapping of CenturyLink facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, CenturyLink will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in CenturyLink's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not CenturyLink has a copy of the ROW agreement in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, CenturyLink will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in CenturyLink's records, and (b) whether or not CenturyLink has a copy of the agreement between CenturyLink and the owner of a specific multi-dwelling unit that grants CenturyLink access to the multi-dwelling unit in its possession. CenturyLink makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property.

CenturyLink will provide to CLEC a copy of agreements listed in the Matrices that have not been publicly recorded pursuant to the following options: (i) if the agreement CLEC requests does not contain a confidentiality provision that prevents CenturyLink's disclosure, CenturyLink will provide the agreement to CLEC with proprietary financial terms redacted within ten (10) days of CLECs request for the agreement; (ii) if the agreement CLEC requests contains a confidentiality provision that prevents CenturyLink's disclosure, CLEC may request that CenturyLink attempt to obtain the consent of the property owner to disclosure of the agreement. CLEC shall pay CenturyLink's reasonable costs of obtaining such consent; (iii) in lieu of requesting that CenturyLink obtain the consent of the property owner to disclosure of the agreement, CLEC may elect to obtain authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to CenturyLink an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement; (iv) in lieu of submission of the Consent to Disclosure form, CLEC may elect to comply with the indemnification requirements in Section 10.8.4.1.3; (v) in lieu of the preceding options, CLEC may elect to be bound by the terms and conditions of the Form Protective Agreement set forth in Attachment 5 to Exhibit D of this Agreement. As a condition of its limited waiver of its right to confidentiality in an agreement that provides CenturyLink access to a multi-dwelling unit that CenturyLink provides to CLEC or that CLEC obtains from the multi-dwelling unit owner or operator, CenturyLink shall redact all dollar figures from copies of agreements that have not been publicly recorded that CenturyLink provides to CLEC and shall require that the multi-dwelling unit owner or operator make similar redaction's prior to disclosure of the agreement. In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether CenturyLink has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the demarcation point between CenturyLink facilities and the Owner's facilities in the property described in the agreement; (d) to determine the legal description of any property interest of a third-party owner, including any metes and bounds of the property; (e) to determine the term of the agreement; and (f) to determine the parties to the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to this section to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

Exhibit D

If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and CenturyLink concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, CenturyLink will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal CenturyLink right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wholesale.servicessupportteam@centurylink.com while the appropriate fees should be sent to the CenturyLink-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by CenturyLink.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, CenturyLink will deliver to the CLEC an executed and acknowledged Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and CenturyLink has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if CenturyLink does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but CenturyLink does not have a copy of the Right-of-Way Agreement in its possession, the CLEC must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to CenturyLink to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although CenturyLink will provide the identity of the original grantor of the ROW, as reflected in CenturyLink's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If CenturyLink does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC may obtain such agreements pursuant to the terms in section 2.1, above.

CenturyLink is required to respond to each Attachment 1.B. submitted by CLEC within 35 days of receiving the Attachment 1.B.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, CenturyLink will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, CenturyLink will assign the CLEC's requested space; CenturyLink will also commence the Make-ready work within 30 days

following payment of the Make-Ready Fees. CenturyLink will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wholesale.servicessupportteam@centurylink.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by CenturyLink concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". CenturyLink will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a CenturyLink-approved contractor to complete the construction provided a CenturyLink inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. CenturyLink agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by CenturyLink. CenturyLink provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel CenturyLink to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by CenturyLink in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If CenturyLink denies access, CenturyLink shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by CenturyLink in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to CenturyLink's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

2.5 Intervals associated with access to Poles will be governed by FCC 11-50 (*Implementation of Section 224 of the Act; A National Broadband Plan for our Future* (rel. April 7, 2011) where required and are represented in your ICA or the CLEC Pole Attachment Amendment to the ICA.

Exhibit D

3. DISPUTE RESOLUTION

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

Exhibit D

ATTACHMENT 1. A
Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____

BAN Number (one for each route must be assigned before processing):_____

Date Submitted:_____ Date Replied to CLEC: _____

CLEC Name_____Contact name:_____
Billing Address: _____
Phone Number:_____ e-mail address:_____
State and city of inquiry:_____

Poles/Innerduct Permit Database Search Costs Quotation

(One Mile Minimum)	Costs	Est. Miles	Total
1. Pole Inquiry Fee	(see attached pricing chart) X _____	=	$_____
2. Innerduct Inquiry Fee	(see attached pricing chart) X_____	=	$_____
3. ROW Records Inquiry	(see attached pricing chart) X_____	=	$_____

4. Estimated Interval for Completion of Items 1, 2 or 3: ___10_____ Days
5. Additional requirements of CLEC: _____

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in CenturyLink's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the CenturyLink Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires CenturyLink to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which CenturyLink offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation dba CenturyLink QC
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

This signed form (original) must be sent with a check for the Inquiry amount (to "**CenturyLink**") to: **Manager, CenturyLink Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387**

A copy of this form must be sent with two acceptably-detailed maps showing the requested route to: **CenturyLink Service Representative at:** wholesale.servicessupportteam@centurylink.com. **Put "Agree" on signature line.**

Exhibit D

ATTACHMENT 1.B

General Agreement _____
BAN Number:_____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: Date Replied to CLEC: _____

**NOTE: THIS ATTACHMENT WILL BE COMPLETED BY CENTURYLINK AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.*

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	$_____
2. Innerduct Field Verification Fee	_____	_____	$_____
3. Preparation of private ROW documents	_____	_____	$_____
4. Access Agreement Prep. and Consideration$10/ Access Agreement		_____	$_____

5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4: _____ Working Days

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires CenturyLink to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which CenturyLink offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

		Qwest Corporation dba CenturyLink QC
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

The original signed form must be sent with a check for the verification amount to:
Manager, CenturyLink CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112
An email copy of this form must be sent to: wholesale.servicessupportteam@centurylink.com, with "Agree" on the signature line.

Exhibit D

ATTACHMENT 2
Poles/Innerduct Order General Agreement _____
BAN Number:_____

NOTE: THIS FORM WILL BE COMPLETED BY CENTURYLINK AND SENT TO CLEC FOR SIGNATURE

Make-ready Work required: Yes ( ) No ( ) Date Received_____

If Yes is checked, estimated Make-ready costs: $ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

a. provide CenturyLink representative, a final design of splice, racking and slack locations in CenturyLink utility holes.
b. tag all equipment located in/on CenturyLink's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	$ _____/	_____	$_____
2, Innerduct Occupancy, Per Foot	$ _____	_____	$_____
3.Request conf. call for Construction?	____ YES _____ NO		

Please check YES if construction by CenturyLink is needed for access to CenturyLink manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO_____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER_____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires CenturyLink to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which CenturyLink offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wholesale.servicessupportteam@centurylink.com.**

		Qwest Corporation dba CenturyLink QC
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

Exhibit D

ATTACHMENT 3

General Agreement:_____

CENTURYLINK RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ ("CLEC") and Qwest Corporation dba CenturyLink QC ("CenturyLink"), for one or more Orders for the CLEC to obtain access to CenturyLink's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to CenturyLink's Poles and/or placement of Facilities on or within CenturyLink's Innerduct (collectively "Poles/Innerduct") described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and CenturyLink concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

1.1 Subject to the provisions of this Agreement, CenturyLink agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by CenturyLink, and/or (b) access to CenturyLink's ROW to the extent that (i) such ROW exists, and (ii) CenturyLink has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to CenturyLink or its predecessors.

1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel CenturyLink to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC's use.

1.3 CenturyLink agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to CenturyLink. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.

3.3 If CenturyLink terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause CenturyLink to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.

3.4 If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until CLEC's Facilities are physically removed.

3.5 CenturyLink may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from CenturyLink, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

4.1. CLEC agrees to pay CenturyLink Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.

4.2. CenturyLink has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

5. INSURANCE. The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.

5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises

operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or under-pinning. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.4 CenturyLink may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by CenturyLink shall be borne by CenturyLink, and the CLEC shall arrange to have such costs billed separately and directly to CenturyLink by the insuring carrier(s). CenturyLink shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a hole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by CenturyLink. The CLEC shall forward to CenturyLink, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) CenturyLink is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to CenturyLink; (3) certification that underground hazard overage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify CenturyLink.

5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars ($6,000,000.00). In addition, said policy shall name CenturyLink and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the CenturyLink and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

6.1 CenturyLink retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a CenturyLink spare conduit include the placement of innerduct, CenturyLink retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event CenturyLink determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.

6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and CenturyLink does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide CenturyLink with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.

6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. CenturyLink's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate CenturyLink premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to CenturyLink upon written request. CLEC shall within thirty (30) days comply and provide the requested information to CenturyLink to bring their facilities into compliance with these terms and conditions.

6.4. In the event of any service outage affecting both CenturyLink and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.

6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If CLEC requests CenturyLink to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and CenturyLink determines in its sole discretion to provide the requested capacity, the CLEC shall pay CenturyLink the total replacement cost, CenturyLink's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in CenturyLink. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of CenturyLink shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilities within sixty (60) days after receipt of written notice from CenturyLink requesting such rearrangement, CenturyLink may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. CenturyLink reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse CenturyLink for the cost of such inspections except as specified in Section 8 hereof.

8.1. CLEC shall provide written notice to CenturyLink, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.

8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to CenturyLink within five (5) business days of the date(s) of the occupancy.

8.3. CenturyLink shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by CenturyLink has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from CenturyLink. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless CenturyLink has provided CLEC a written extension to comply. CLEC shall remove its

facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, CenturyLink shall perform such corrections and CLEC shall pay CenturyLink the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken my be made by CenturyLink.

8.5. Once the CLECs facilities occupy CenturyLink Poles/Innerduct system and Exhibit A has been received by CenturyLink, CenturyLink may perform periodic inspections. The cost of such inspections shall be borne by CenturyLink, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse CenturyLink for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany CenturyLink on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. CenturyLink shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.

8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.

8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon CenturyLink, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, CenturyLink, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars ($200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from CenturyLink of the unauthorized occupancy, a Poles/Innerduct application. CenturyLink shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within sixty (60) days of written notification from CenturyLink of the unauthorized attachment; and (2) the unauthorized attachment did not require CenturyLink to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. CenturyLink shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by CenturyLink rather than by CLEC. If such application is not received by CenturyLink within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, CenturyLink may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by CenturyLink with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by CenturyLink of any of its rights of privileges under this Agreement or otherwise.

10. REMOVAL OF FACILITIES. Should CenturyLink, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), CenturyLink will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink. If payment is not received by CenturyLink within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and CenturyLink may dispose of said facilities as it determines to be appropriate. If CenturyLink must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to CenturyLink for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising CenturyLink as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. INDEMNIFICATION AND LIMITATION OF LIABILITIES. CLEC shall indemnify and hold harmless CenturyLink, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of CenturyLink, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the CenturyLink or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both CenturyLink and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if CenturyLink desires. CenturyLink shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the CenturyLink for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL

CLAIMS AGAINST CENTURYLINK BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF CENTURYLINK BUT SHALL EXTEND TO THE NEGLIGENCE OF CENTURYLINK WHEN CONCURRENT WITH THAT OF THE CLEC.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, CenturyLink may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 CenturyLink shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by CenturyLink after the contingency occurs. With respect to CenturyLink's election of Section 12.2.3 above:

12.3.1 CenturyLink shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.

12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the CenturyLink's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 CenturyLink shall be excused from its performance if prevented by acts or events beyond the CenturyLink's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. **DISPUTE RESOLUTION.**

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224).

Exhibit D

The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to CenturyLink's pole pursuant to the terms thereof. The CLEC acknowledges that CenturyLink will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.

15. **SEVERABILITY**. In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS**.

16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.

16.2 This Agreement shall not be assignable by CLEC without the express written consent of CenturyLink, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain CenturyLink's consent in any event.

16.3 This Agreement benefits CLEC and CenturyLink. There are no third party beneficiaries.

16.4 This Agreement constitutes the entire understanding between CLEC and CenturyLink with respect to Service provided herein and supersedes any prior agreements or understandings.

Exhibit D

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC	Qwest Corporation dba CenturyLink QC
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	PRODUCT MANAGER Title
Date	Date

Address for Notices	Address for Notices
	Qwest Corporation dba CenturyLink QC 1801 California, Rm. 2330 Denver, CO 80202
Contact: Phone: FAX:	Contact: Phone: 303-896-5432 FAX: 303-896-9022

Exhibit D

EXHIBIT A

PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

_____20____

Send to:
Manager, Qwest Corp dba Century Link QC
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. _____ granted to us under the terms of the Innerduct Agreement dated _____, 20__ we have completed installation of the following cable into the following ducts.

Municipality

Location		
From	To	Cable and
Manhole at	Manhole at	Equipment Installed

_____
Name of CLEC

By:_____
Title:_____

Receipt of the above report is hereby acknowledged_____, 20__.

Qwest Corporation dba CenturyLink QC

By:_____
Title:_____

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.
3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ___, unless a change has been previously authorized in writing by Licensor.

Exhibit D

EXHIBIT B

CLEC:_____

NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY ORDER BY CLEC

Return to:
Manager, Qwest Corp dba CenturyLink QC
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated _____, 20__, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated _____, 20__) effective _____.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

_____
Name of Licensor

_____
Name of Co- Provider

_____
Date Notification Received

By_____

_____
Date Modification Accepted

Title_____

By _____
Discontinued:

Total duct footage_____

Exhibit D

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT ORDER BY CLEC

CLEC:_____

Return to:
Manager, Qwest Corp dba CenturyLink QC
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between **CenturyLink** and CLEC, dated__,20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to **CenturyLink**, dated _____, 20__) effective _____.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received _____
Date Modification Received_____
By:_____

_____
Name of CLEC

Discontinued:
Poles_____
Anchors_____

By:_____

Anchor/Guy Strands_____Its:_____

Exhibit D

ATTACHMENT 4
FORM OF ACCESS AGREEMENT

After recording, please return to:
Manager
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20__, by and between **QWEST CORPORATION dba CENTURYLINK QC**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is _____, and _____, a _____, whose address is _____ ("Grantee").

RECITALS

A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").

B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").

C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.

D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control

with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

Exhibit D

5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z)

enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement; (d) to determine the legal description of any property interest of a third-party owner, including any metes and bounds of the property; (e) to determine the term of the agreement; and (f) to determine the parties to the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 of the SGAT or Section 2.1 of the General Information Document applicable to Grantee's request for access to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on compliance with the terms and conditions in Section 2.1 of the General Information Document applicable to Grantee's request for access or Section 10.8.2.27 of the SGAT. If under the terms of Section 2.1 of the General Information Document or 10.8.2.27.2 of the SGAT, CLEC elects to obtain the consent of Owner to disclosure of the Right of Way Agreement, and the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an

overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages follow]

Exhibit D

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION dba CENTURYLINK QC, a Colorado corporation, successor in interest to U S WEST COMMUNICATIONS, INC., a Colorado corporation

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of QWEST CORPORATION dba CENTURYLINK QC, a Colorado corporation.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Exhibit D

EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____ _____, a _____

By:_____
Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

Exhibit D

CONSENT TO DISCLOSURE

THE UNDERSIGNED, _____, a _____ ("Owner"), whose address is _____, hereby consents to the terms of the following paragraphs regarding the agreement described or entitled as _____ between Qwest Corporation dba CenturyLink QC, formerly U S WEST Communications, Inc. ("CenturyLink") and Owner for the property located at _____ ("Property") that provides CenturyLink with access to Owner's Property (the "Agreement").

FOR TEN DOLLARS ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.

3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("CLEC") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against CenturyLink or CLEC presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

4. CenturyLink's Waiver of Confidentiality. CenturyLink represents and warrants that it is granting a limited waiver of its confidentiality rights that permits CLEC to review the Agreement subject to CLEC's compliance with the requirements of paragraph 5 and CenturyLink's right to redact all dollar amounts set forth in the Agreement. CenturyLink's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

5. CLEC's Obligations. CLEC shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:

(a) to determine whether CenturyLink has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or

(b) to determine the ownership of wire within the Property described in the Agreement; or

(c) to determine the demarcation point between CenturyLink facilities and the Owner's facilities in the Property described in the Agreement; or

Exhibit D

(d) to determine the legal description of any property interest of a third-party owner, including any metes and bounds of the property; or

(e) to determine the term of the Agreement; or

(f) to determine the parties to the Agreement.

CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of the Agreement to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

6. Acknowledgement of Limitation on Waivers. **Owner understands that CenturyLink does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or CenturyLink, CLEC shall comply with the conditions set forth in paragraph 5.**

7. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

EXECUTED as of the date first written above.

OWNER:

_____,

CLEC:

_____

Exhibit D

ATTACHMENT 5

FORM PROTECTIVE AGREEMENT

WHEREAS, Qwest Corporation dba CenturyLink QC ("CenturyLink") and _____ agree that the execution of a protective agreement will expedite and facilitate competitive local exchange carrier ("CLEC") access to provisions of non-recorded right-of-way agreements (as that term is defined in the Statement of Generally Available Terms and Conditions), including agreements relating to multiple tenant environments ("MTEs"), between CenturyLink and third-party property owners in _____;

AND, WHEREAS, this Protective Agreement does not affect the access to publicly recorded landowner agreements, which CenturyLink has agreed to provide to CLECs.

NOW, THEREFORE, IT IS HEREBY AGREED, that:

1. (a) Confidential Information. All documents, data, information, studies, and other materials relating to non-recorded MTE right-of-way agreements between CenturyLink and third-party property owners in _____ furnished or made available pursuant to a CLEC's request shall be furnished pursuant to the terms of this Agreement, and shall be treated by all persons accorded access thereto pursuant to this Agreement as constituting trade secret, confidential commercial, and financial information (hereinafter referred to as "Confidential Information"), and shall neither be used nor disclosed except for the purposes of:

(a) the ownership or control over ducts, conduits, or rights-of-way within the property described in the agreement, including provisions which define the scope of CenturyLink's ownership or control of the ducts, conduits or rights-of-way;

(b) the ownership of wire within the property described in the agreement;

(c) the demarcation point between CenturyLink facilities and the property owner's facilities in the property described in the agreement;

(d) to the extent the agreement affects any property interest of a third-party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property;

(e) the term of the agreement; and

(f) the parties to the agreement.

All material claimed to be Confidential Information shall be so marked by the party or its affiliates by stamping each individual page with the designation, "CONFIDENTIAL – SUBJECT TO PROTECTIVE AGREEMENT." All copies of documents so marked will be made on yellow paper. For purposes hereof, notes made pertaining to or as the result of a review of Confidential Information shall be considered Confidential Information and subject to the terms of this Agreement. Parties filing electronically should file both a confidential and non-confidential version clearly marked as such.

(b) Use of Confidential Information and Persons Entitled to Review. All Confidential Information made available pursuant to this Agreement shall be given solely to CLEC employees with responsibility for network planning, engineering, and construction and shall not be used or disclosed except for the purposes set forth above. In no event shall the Confidential Information be made available to persons employed by the parties who could use the information in their normal job functions to the competitive disadvantage of the party providing the Confidential Information.

Exhibit D

(c) Nondisclosure Agreement. Prior to giving access to Confidential Information as contemplated in paragraph 1(b) above, counsel for the party seeking review of the Confidential Information shall deliver a copy of this Agreement to such person, and prior to disclosure such person shall agree in writing to comply with and be bound by this Agreement. Confidential Information shall not be disclosed to any person who has not signed a Nondisclosure Agreement in the form which is attached hereto and incorporated herein as Appendix A. The Nondisclosure Agreement (Appendix A) shall require the person to whom disclosure is to be made to read a copy of this Protective Agreement and to certify in writing that he or she has reviewed the same and has consented to be bound by its terms. The agreement shall contain the signatory's full name, permanent address and employer, and the name of the party with whom the signatory is associated. Such agreement shall be delivered to counsel for the providing party prior to the person gaining access to the Confidential Information.

2. (a) Use in Pleadings. Where reference to Confidential Information is required in pleadings, examinations, cross-examinations, briefs, arguments, or motions, it shall be by citation of title or some other nonconfidential description. Any further use of or substantive references to Confidential Information shall be placed in a separate section of the pleading or brief and submitted to a state commission, any court, or in arbitration or mediation proceedings under seal. This sealed section shall be served only on counsel of record (one copy each), who have signed a Nondisclosure Agreement. All the protections afforded in this Agreement apply to materials prepared and distributed under this paragraph.

(b) Receipt into Evidence. At least ten (10) days prior to the use of or substantive reference to any Confidential Information as evidence in any proceeding, the party intending to use such Confidential Information shall make that intention known to the providing party. The requesting party and the providing party shall make a good faith effort to reach an agreement so the information can be used in a manner which will not reveal its trade secret, confidential, or proprietary nature. If such efforts fail, the providing party shall separately identify, within five (5) business days, which portions, if any, of the documents to be offered or referenced on the record containing Confidential Information shall be placed in the sealed record. Only one (1) copy of documents designated by the providing party to be placed in the sealed record shall be made and only for that purpose. Otherwise, parties shall make only general references to Confidential Information.

(c) Seal. While in the custody of a state commission, any court, or in arbitration or mediation, these materials shall be marked "CONFIDENTIAL – SUBJECT TO PROTECTIVE AGREEMENT," and due to their trade secret nature they shall not be considered as records in the possession of or retained by a state commission, any court, or in arbitration or mediation proceedings within the meaning of any open meetings or public records statutes.

(d) In Camera Hearing. Any Confidential Information which must be orally disclosed to be placed in the sealed record in a proceeding shall be offered in an *in camera* hearing, attended only by persons authorized to have access to the Confidential Information under this Agreement. Similarly, cross-examination on or making substantive reference to Confidential Information, as well as that portion of the record containing references thereto, shall be marked and treated as provided herein.

(e) Appeal. Sealed portions of the record in any proceeding may be forwarded to any court of competent jurisdiction on appeal in accordance with applicable rules and regulations, but under seal as designated herein for the information and use of the court.

(f) Return. Unless otherwise ordered, Confidential Information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protective requirements of this Agreement, and shall be returned to counsel for the providing party within 90 days of receipt of the Confidential Information.

Exhibit D

3. Segregation of Files. Those parts of any writing, depositions reduced to writing, written examination, interrogatories, and answers thereto, or other written references to Confidential Information in the course of discovery, if filed with a state commission, any court, or in arbitration or mediation proceedings will be sealed, segregated in the files, and withheld from inspection by any person not bound by the terms of this Agreement, unless such Confidential Information is released from the restrictions of this Agreement either through agreement of the parties or, after notice to the parties and hearing, pursuant to an order of a state commission and/or final order of a court having jurisdiction.

4. Preservation of Confidentiality. All persons who may be entitled to receive, or who are afforded access to any Confidential Information by reason of this Agreement, shall neither use nor disclose the Confidential Information for purposes of business or competition, or any other purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall take reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Agreement.

5. Reservation of Rights. The parties affected by the terms of this Protective Agreement retain the right to question, challenge, and object to the admissibility of any and all data, information, studies, and other matters furnished under the terms of this Protective Agreement in response to interrogatories, requests for information or cross-examination on the grounds of relevancy or materiality. This Agreement shall in no way constitute any waiver of the rights of any party to contest any assertion by a party or finding by a state commission, any court, or in arbitration or mediation proceedings that any information is a trade secret, confidential, or privileged, and to appeal any assertion or finding.

EXECUTED this _____ day of _____, _____.

[Signature pages follow]

APPENDIX A TO PROTECTIVE AGREEMENT

I have reviewed the foregoing Protective Agreement with respect to the review and use of Confidential Information (as defined therein) and agree to comply with the terms and conditions of the Protective Agreement.

Signature:_____

Name (type or print):_____

Residence Address:_____

_____

_____

Employer or Business Name:_____

Exhibit D

Business Address:_____

_____

_____

Party Represented:_____

Date Signed:_____

Exhibit D

EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the Co-Provider and the property owner)

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EXHIBIT E

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EXHIBIT F

SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:

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1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by CenturyLink as a standard product and:

1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which CenturyLink is obligated to provide unbundled access, and;

1.3.2 that is made up of UNEs that are ordinarily combined in the CenturyLink network.

1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which CenturyLink is obligated to provide unbundled access, but for which CenturyLink has not created a standard product.

2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, CenturyLink will consider the BFR time frame to have started upon receipt of the original Special Request application form.

3. A Special Request shall be submitted in writing and on the appropriate CenturyLink form, which is located on CenturyLink's website.

4. CenturyLink shall acknowledge receipt of the Special Request within two (2) business days of receipt.

5. CenturyLink shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the CenturyLink network. If the request is for a combination of network elements that are not ordinarily combined in the CenturyLink network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. Upon request, CenturyLink shall provide CLEC with CenturyLink's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where CenturyLink cannot obtain a release from its vendors within seven (7) business days, in which case CenturyLink will make the data available as soon as CenturyLink receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by CenturyLink under the non-disclosure sections of this Agreement.

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EXHIBIT G

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EXHIBIT H

Calculation of the Relative Use Factor (RUF)

Minutes that are CenturyLink's responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that CenturyLink sends to CLEC
- All CenturyLink Exchange Access MOU that CenturyLink sends to CLEC
- EAS/Local 251(b)(5) traffic that transits CenturyLink network and is terminated to CLEC, for which CenturyLink receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that CenturyLink sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to CenturyLink

Minutes that are CLEC's responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to CenturyLink
- All Exchange Access MOU that CLEC sends to CenturyLink
- All EAS/Local 251(b)(5) traffic that CLEC sends to CenturyLink for termination on another Carrier's network
- All IntraLATA transit MOU that CLEC sends to CenturyLink
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that CenturyLink sends to CLEC and that CLEC sends to CenturyLink
- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC

The mathematical equation for RUF is as follows:

CenturyLink (A) / (A+B) Rounded to nearest whole percentage

CLEC (B) / (A+B) Rounded to nearest whole percentage

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.

Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by CenturyLink.

2. ICB Rate Intervals

   2.1 For those products and services identified in the Agreement that contain a provision for ICB rates, CenturyLink will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the Agreement or this Exhibit.

   2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, CenturyLink shall provide CLEC with an ICB quote within the stated specific intervals:

      2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.

      2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.

      2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.

      2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.

      2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.

   2.3 Upon request, CenturyLink shall provide CLEC with CenturyLink's supporting cost data and/or cost studies for the Unbundled Network Element or service that CLEC wishes to order within seven (7) business days, except where CenturyLink cannot obtain a release from its vendors within seven (7) business days, in which case CenturyLink will make the data available as soon as CenturyLink receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, CenturyLink shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, CenturyLink shall request the release of vendor cost information when CenturyLink communicates with the vendor(s) when CenturyLink seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by CenturyLink under the non-disclosure sections of this Agreement.

Exhibit I – Individual Case Basis

3. ICB Provisioning Intervals

3.1 For those products and services provided pursuant to this Agreement that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.

3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the CenturyLink representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

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Exhibit J

Election of Reciprocal Compensation Option

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Exhibit K

THE QWEST CORPORATION DBA CENTURYLINK QC ("CENTURYLINK QC") ARIZONA PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 In conjunction with its application to the Arizona Corporation Commission and the Federal Communications Commission ("FCC") under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service, Qwest Corporation ("Qwest") agreed to offer this Performance Assurance Plan ("PAP"). Qwest Corporation dba CenturyLink QC ("CenturyLink QC") is committed to continued compliance with its Section 271 obligations. Qwest entered into this post-271 approval monitoring and enforcement mechanism, as a demonstration of its commitment to continue to satisfy Section 271 of the Act.

2.0 Plan Structure

2.1 The CenturyLink QC PAP is a two-tiered, self-executing remedy plan. The plan is developed to provide individual CLECs with Tier-1 payments if CenturyLink QC does not provide parity between the service it provides to the CLEC and that which it provides to its retail customers, or if CenturyLink QC fails to meet applicable benchmarks. In addition, the PAP provides CenturyLink QC with additional incentives to satisfy parity and benchmark standards by requiring CenturyLink QC to make Tier-2 payments-- in accordance with section 7.5 herein --if CenturyLink QC fails to meet parity and benchmark standards on an aggregate CLEC basis. Tier-2 payments are over and above the Tier-1 payments made to individual CLECs.

2.2 In the CenturyLink QC PAP, performance measurements are given different weightings to reflect relative importance by the designations of High, Medium, and Low. Payment is generally on a per occurrence basis, i.e., a set dollar payment times the number of non-conforming service events. For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, i.e., a set dollar payment. The level of payment also depends upon the number of consecutive months of non-conforming performance, i.e., an escalating payment the longer the duration of non-conforming performance unless otherwise specified.

2.3 The parity standard is met when the service CenturyLink QC provides to CLECs is equivalent to that which it provides to its retail customers. Statistically, parity exists when performance results for the CLEC and for the CenturyLink QC retail analogue result in a Z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0. Tier-2 calculations will use a 1.645

critical z-value. The CenturyLink QC PAP relies upon statistical calculations to determine whether any difference between CLEC and CenturyLink QC performance results is significant, that is, not attributable to simple random variation.

2.4 For performance measurements that have no CenturyLink QC retail analogue, agreed upon benchmarks are used. Benchmarks are evaluated using a "stare and compare" method. For example, if the benchmark is 95% or better, CenturyLink QC performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer. In circumstances where the combination of a benchmark and a small sample size is such that it would require CenturyLink QC to meet a 100% standard, section 3.1.2 applies..

3.0 Performance Measurements

3.1 The performance measurements that are in the CenturyLink QC PAP and either (1) subject to the PAP payment mechanisms or (2) not subject to the PAP payment mechanisms but subject to the Reinstatement/Removal Process set forth in section 3.2 below are identified in Attachment 1 and section 7.4. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") included in the SGAT at Exhibit B.

3.1.1 The measurements in Attachment 1 are designated as Tier-1, Tier-2, or both Tier-1 and Tier-2. The measurements are also given a High, Medium, or Low designation, reflective of relative importance.

3.1.2 Where applicable elsewhere in the PAP, this provision modifies other provisions and operates as follows: For any Tier-1 or Tier-2 benchmark or non-interval parity performance sub-measure, CenturyLink QC shall apply one allowable miss to a sub-measure disaggregation that otherwise would require 100% performance before the performance is considered as non-conforming to standard (1) if at the CLEC-aggregate level, the performance standard is met or (2) where the CLEC-aggregate performance must be 100% to meet the standard, the CLEC-aggregate performance is conforming after applying one allowable miss at that level.

3.2 The following measures, which are listed in Attachment 1 or section 7.4, are not subject to the payment mechanisms of the PAP; however, they are subject to the PID Reinstatement/Removal Process. All other measures listed in Attachment 1 or section 7.4 are subject to the PAP payment mechanisms, but they are not subject to the PID Reinstatement/Removal Process.

GA-3	Gateway Availability EB-TA
GA-4	System Availability EXACT
GA-7	Timely Outage Resolution following Software Releases

Exhibit K

PO-3	LSR Rejection Notice Interval
PO-5D	Firm Order Confirmations (FOCs) On Time (ASRs for LIS Trunks)
PO-7	Billing Completion Notification Timeliness
PO-8	Jeopardy Notice Interval
PO-16	Timely Release Notifications
OP-17	Timeliness of Disconnects Associated with LNP Orders
MR-11	LNP Trouble Reports Cleared within Specified Timeframes
BI-4	Billing Completeness
NI-1	Trunk Blocking
NP-1	NXX Code Activation
CP-3	Collocation Feasibility Study Interval

3.3 PID Reinstatement/Removal Process: If CenturyLink QC's performance for any sub-measure of the PIDs listed in section 3.2 above does not conform to the established PID standard as set forth in the PAP for three consecutive months, that sub-measure will be reinstated (i.e., be subject to the PAP payment mechanisms) subject to the retroactive payment provision of section 3.3.2 and subject to the PAP payment mechanisms effective in the month following the three consecutive months. The determination of whether a PID sub-measure is reinstated is made no later than at the end of the second month following the third consecutive month of non-conforming performance. The sub-measure will remain subject to the PAP payment mechanisms until CenturyLink QC's performance for that sub-measure satisfies the established standards for three consecutive months. Effective the month following such conforming performance, the sub-measure will no longer be subject to the PAP payment mechanisms but will continue to be subject to the PID Reinstatement/Removal Process. The determination of whether a PID sub-measure is removed from being subject to the PAP payment mechanisms is made no later than the end of the second month following the third consecutive month of conforming performance. Where applicable elsewhere in the PAP, this PID Reinstatement/Removal Process modifies other provisions and operates as follows:

3.3.1 Disaggregation and Reporting Levels: Performance will be evaluated at the lowest level of disaggregation defined in Exhibit B of the SGAT on a CLEC-aggregated or other-aggregated basis such that performance is evaluated for the purposes of administering the Reinstatement/Removal Process on a statewide or regionwide level, as applicable per the PID.

3.3.2 Retroactive Payments: To calculate retroactive payments for the sub-measures reinstated, PAP payment mechanisms will be applied to the three consecutive months in which the standard was missed, which triggered reinstatement. These retroactive payments will be made to applicable CLECs or the Tier-2 fund, depending upon the tier designation of the PID, at the end of the third month after the month in which performance triggered re-instatement.

3.3.2.1 Accounting for Payments: In support of retroactive payments (section 3.3.2 above), CenturyLink QC will account separately for PAP payments that would have been made to individual CLECs or to the Tier-2 fund for a sub-measure as though it had been subject to the PAP payment mechanisms, where automatic reinstatement applies, and account separately in the same manner for the time between when it is determined that a sub-measure met the standard for automatic removal and the effective date of removal (the month following the three consecutive "met" months). With regard to sub-measures that are subsequently removed again through this process, any PAP payments made during the three consecutive months which triggers automatic removal will not be recovered by CenturyLink QC.

3.3.2.2 Interest: In the case of automatic reinstatement, retroactive payments will include interest calculated at the one-year treasury rate from the date a payment would have been made to the date the payment is actually made.

3.3.2.3 Tracking: CenturyLink QC will track and report service and payment results, including retroactive and avoided (i.e., during periods of removal) PAP payments and the disposition of the avoided payments on a CLEC, PID sub-measure and aggregate basis each month.

3.3.3 Public Website: CenturyLink QC will maintain a public website showing the PAP status of each PID or sub-measure with respect to the applicability of the PAP payment mechanisms (i.e., reinstated or removed), which eliminates the requirement to make filings with the Commission to modify the PAP due to the application of the PID Reinstatement/Removal Process.

4.0 Statistical Measurement

4.1 CenturyLink QC uses a statistical test, namely the modified "Z-test," for evaluating the difference between two means (i.e., CenturyLink QC and CLEC service or repair intervals) or two percentages (e.g., CenturyLink QC and CLEC proportions), to determine whether a parity condition exists between the results for CenturyLink QC and the CLEC(s). The modified Z-tests are applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, CenturyLink QC may use a permutation test to determine the statistical significance of the difference between CenturyLink QC and CLEC(s).

4.2 CenturyLink QC will be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and

at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values. Critical z-values are listed in Table 1, section 5.0.

4.3 CenturyLink QC will be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The following is the formula for determining parity using the Z test:

$z = DIFF / \sigma_{DIFF}$

Where:

$DIFF = M_{CenturyLink\ QC} - M_{CLEC}$

$M_{CENTURYLINK\ QC}$ = CenturyLink QC average or proportion

M_{CLEC} = CLEC average or proportion

σ_{DIFF} = SQRT □σ□CenturyLink QC (1/ n_{CLEC} + 1/ $n_{CenturyLink\ QC}$)]

$\sigma\square^2_{CenturyLink\ QC}$ = Calculated variance for CenturyLink QC

$n_{CenturyLink\ QC}$ = number of observations or samples used in CenturyLink QC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The Z tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between CenturyLink QC and CLEC performance, the above formulae apply when a larger CenturyLink QC value indicates a better level of performance. In cases where a smaller CenturyLink QC value indicates a higher level of performance, the order is reversed, i.e., M_{CLEC} - $M_{CENTURYLINK\ QC}$.

4.3.1 For parity measurements where the performance delivered to CLEC(s) is compared to CenturyLink QC performance and for which the number of data points is 30 or less, CenturyLink QC will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z statistic using the following logic:

Calculate the z statistic for the actual arrangement of the data
Pool and mix the CLEC and CenturyLink QC data sets
Perform the following 1000 times:

Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original CenturyLink QC data set or $n_{CENTURYLINK\ QC}$).

Compute and store the Z-test score (Z_S) for this sample.

Count the number of times the Z statistic for a permutation of the data is greater than the actual Z statistic

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples

If the fraction is greater than α, the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed.

5.0 Critical z-value

5.1 The critical z-value seeks to account for statistical error arising from the natural variation in the performance results and is an adjustment for these statistical errors. The following table will be used to determine the Critical Z-value that is referred to in section 6.0. In each instance, it is based on the monthly business of the CLEC for the particular performance measurements for which statistical testing is being performed.

TABLE 1: TIER-1 CRITICAL Z-VALUE

CLEC volume (Sample size)	LIS Trunks, UDITs, Resale, UBL-DS1 and DS-3	All Other
1-10	1.04*	1.645
11-150	1.645	1.645
151-300	2.0	2.0
301-600	2.0	2.0
601-3000	2.0	2.0
3001 and above	2.0	2.0

* The 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS1 and DS3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8. For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

6.0 Tier-1 Payments to CLECs

Exhibit K

6.1 Tier-1 payments to CLECs relate solely to the performance measurements designated as Tier-1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. "Non-conforming" service is determined in accordance with section 4.0.

6.1.1 Determination of Non-conforming Measurements: The number of performance measurements, subject to parity standards that are determined to be "non-conforming" and, therefore, eligible for Tier-1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether CenturyLink QC has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for performance measurement. For instance, if the CLEC sample size for that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

6.2 Determination of the Amount of Payment: Tier-1 payments to CLECs, except as provided for in sections 6.2.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value for parity measurements and the benchmark threshold for benchmark measurements. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which CenturyLink QC has not met the standard for the particular measurement.

6.2.1 The escalation of payments for consecutive months of non-compliant service will be matched month for month with de-escalation of payments for compliant service. For example, if CenturyLink QC has 4 consecutive monthly "misses" it will make payments that escalate from month 1 to month 4 as shown in Table 2. If, in the next month, service meets the standard, CenturyLink QC makes no payment. A payment "indicator" de-escalates down from month 4 to month 3. If CenturyLink QC misses the following month, it will make payment at the month 3 level of Table 2 because that is where the payment "indicator" presently sits. If CenturyLink QC misses again the following month, it will make a payment that escalates back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon compliant service sufficient to move the payment "indicator" back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Occurrence Payments With a Cap," excluding BI-3A, payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the "Per Measure Cap" category. For any Tier 1 measurements identified as "Performance Measurements Subject to Per

Exhibit K

Measurement Payment with a Cap," if any should be added at a later time, payments to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the section labeled "Per Measure Cap."

TABLE 2: TIER-1 PAYMENTS TO CLECs

Per Occurrence Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	$150	$250	$500	$600	$700	$800
Medium	$ 75	$150	$300	$400	$500	$600
Low	$ 25	$ 50	$100	$200	$300	$400

Per Measure Cap Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Medium	$10,000	$20,000	$30,000	$ 40,000	$ 50,000	$ 60,000
Low	$ 5,000	$10,000	$15,000	$ 20,000	$ 25,000	$ 30,000

6.2.3 For the BI-3A performance measurement, the dollar payment amount for non-conforming performance varies depending upon the Total Bill Adjustment Amount for the CLEC. The payment amount is calculated using Table 2A below by multiplying the per occurrence amount times the number of occurrences based on the Total Bill Adjustment Amount,[1] capped at the amount shown in the table for that Total Bill Adjustment Amount. The escalation of payments for consecutive months as stated in section 6.2.1 does not apply.

TABLE 2A: TIER-1 PAYMENTS TO CLECS FOR BI-3A

Total Bill Adjustment Amount	Per Occurrence Amount	Cap
$0 - $0.99	$0	$0
$1 - $199.99	$1	$200
$200 - $999.99	$10	$5,000
$1,000 - $9,999.99	$10	$10,000
$10,000 - $49,999.99	$15	$15,000
$50,000 - $99,999.99	$20	$20,000
$100,000 and over	$25	$25,000

[1] Total Bill Adjustment Amount is determined by subtracting the BI-3A numerator from the BI-3A denominator as defined in the BI-3 PID formula.

Exhibit K

6.3 A minimum payment calculation shall be performed by CenturyLink QC at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by adding the applicable minimum payment amount in Table 3 below for each month in which at least one payment was made to the CLEC. To the extent that the actual CLEC payments for the year is less than the product of the preceding calculation, CenturyLink QC shall make an additional payment equal to the difference.

TABLE 3: MINIMUM PAYMENTS TO CLECS

Total Monthly Payment:	Minimum Payment Amount:
Less than $200	$ 0
Between $200 and $800	$ 1,500
Between $801 and $1,400	$ 2,000
Over $1,400	$ 2,500

7.0 Tier-2 Payments

7.1 Payments under Tier-2 are limited to the performance measurements designated in section 7.4 for Tier-2 per measure payments and on Attachment 1 for per occurrence measurements and which have at least 10 data points each month for the period payments are being calculated. Similar to the Tier-1 structure, Tier-2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 Determination of Non-conforming Measurements: The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier-2 performance measurement. Non-conforming service is determined in accordance with section 4.0. The number of performance measurements determined to be "non-conforming" and, therefore, eligible for Tier-2 payments, is limited according to a 1.645 critical z-value. The critical z-value becomes the statistical standard that determines for each performance measurement whether CenturyLink QC has met parity.

7.3 Determination of the Amount of Payment: Except as provided in section 7.4, Tier-2 payments are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value for three consecutive months. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 4 or Table 5. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low.

Exhibit K

The escalation of payments for consecutive months of non-compliant service will be matched month for month with de-escalation of payments for compliant service. For example, if CenturyLink QC has 4 consecutive monthly "misses" it will make payments that escalate from month 3 to month 4 as shown in Table 4. If, in the next month, service meets the standard, CenturyLink QC makes no payment. A payment "indicator" de-escalates down from month 4 to month 3. If CenturyLink QC misses the following month, it will make payment at the month 3 level of Table 4 because that is where the payment "indicator" presently sits. If CenturyLink QC misses again the following month, it will make a payment that escalates back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon compliant service sufficient to move the payment "indicator" back to the month 1 level.

7.3.1 For those Tier-2 measurements listed on Attachment 2 as "Performance Measurements Subject to Per Occurrence Payments With a Cap," payment in a single month shall not exceed the amount listed in Table 4 for the "Per Measurement Cap" category. For any Tier 2 measurements identified as "Performance Measurements Subject to Per Measurement Payment with a Cap," if any should be added at a later time, payments in a single month shall not exceed the amount set forth in Table 4 under the section labeled "Per Measurement Cap."

TABLE 4: TIER-2 PAYMENTS

Per Occurrence

Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	$0	$0	$500	$600	$700	$800
Medium	$0	$0	$300	$400	$500	$600
Low	$0	$0	$200	$300	$400	$500

Per Measurement Cap

Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 & each following month
High	$0	$0	$75,000	$100,000	$125,000	$150,000
Medium	$0	$0	$30,000	$ 40,000	$50,000	$ 60,000
Low	$0	$0	$20,000	$ 30,000	$30,000	$ 40,000

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier-2 performance measurements have their performance results measured on a region wide (14 state) basis. Failure to meet the performance standard, therefore, will result in a per measure payment in each of the CenturyLink QC in-region 14 states adopting this PAP. The performance measurements are:

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GA-1: Gateway Availability - IMA-GUI
GA-3: Gateway Availability – EB-TA
GA-4: System Availability – EXACT
GA-6: Gateway Availability – GUI-Repair
GA-8: Gateway Availability – IMA-XML
PO-1: Pre-Order/Order Response Times
OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center

GA-1 has two sub-measurements: GA-1A and GA-1D. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together.

GA-8 and PO-1 are subject to a stabilization period. For each of these new measures/sub-measures that include XML results there will be a 3-month measurement stabilization period. During this period, no payment applies if the payment is determined to have been caused by the development to include XML into the PID results and not due to an actual performance miss. In order to determine the cause of payments during the stabilization period, if any payments are identified, the payment's due date will be extended for 30 days to provide CenturyLink QC the opportunity to perform root cause analysis and make the results readily available to the impacted parties. Until performance reporting includes XML results, the prior measures/sub-measures included in the PAP will apply. Further, should either the IMA-GUI or IMA-XML interfaces be replaced in the future, results from the replacement interfaces will be automatically incorporated into these measures and be included in the PAP (with a stabilization period) coincident with CLEC migration to the new interfaces subject to changes to the impacted measures including but not limited to modification due to operational differences with the replacement interfaces.

For these measures, CenturyLink QC will make a Tier-2 payment based upon monthly performance results according to Table 5: Tier-2 Per Measure Payments.

TABLE 5: TIER-2 PER MEASURE PAYMENTS

Measure	Performance	State Payment	14 State Payment
GA-1, 3, 4, 6, 8	1% or lower	$1,000	$14,000
	>1% to 3%	$10,000	$140,000
	>3% to 5%	$20,000	$280,000
	>5%	$30,000	$420,000
PO-1	2 sec. or less	$1,000	$14,000
	>2 sec. to 5 sec.	$5,000	$70,000
	>5 sec. to 10 sec.	$10,000	$140,000

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	>10 sec.	$15,000	$210,000
OP-2/MR-2	1% or lower	$1,000	$14,000
	>1% to 3%	$5,000	$70,000
	>3% to 5%	$10,000	$140,000
	>5%	$15,000	$210,000

7.5 CenturyLink QC Tier-2 payments will be used to offset the Commission's costs associated with: 1) administering the PAP including long-term PID administration; 2) monitoring post-entry compliance; 3) dispute resolution; 4) auditing costs, excluding those for which CenturyLink QC or a CLEC is responsible; and 5) assessing proposals reviewed in any CenturyLink QC federal and state wholesale service quality proceeding. If Tier-2 payments exceed what is necessary to cover the above costs, CenturyLink QC shall deposit the balance to the Arizona State Government's general fund. CenturyLink QC and Staff shall work cooperatively to develop an auditing/accounting mechanism to ensure the proper use of Tier-2 payments as herein set forth.

8.0 Step by Step Calculation of Tier-1 Parity Measurement Payments to CLECs

The following describes step-by-step the calculation of Tier-1 payments. The calculation will be performed monthly for each CLEC.

8.1 Application of the critical z-values:

For each CLEC, identify the Tier-1 parity performance measurements that measure the service provided by CenturyLink QC for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement. Apply the statistical testing procedures described in section 4.0.

8.2 Performance Measurements for which Payment is Per Occurrence:

The following describes the calculation of Tier-1 payments to CLECs in which payment is based upon a per occurrence dollar amount.

8.2.1 Performance Measurements that are Averages or Means:

8.2.1.1 Step 1: For each performance measurement, calculate the average or the mean that would yield the critical z-value. Use the same denominator

as the one used in calculating the z-statistic for the measure. (For benchmark measurements, use the benchmark value.)

8.2.1.2 Step 2: Calculate the percentage differences between the actual averages and the calculated averages. The calculation is % diff = ((CLEC result – Calculated Value)/Calculated Value) x 100. The percent difference will be capped at a maximum of 100%. In all calculations of percent differences in sections 8.0 and 9.0, the calculated percent differences is capped at 100%.

8.2.1.3 Step 3: For each performance measurement, multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amounts taken from the Tier-1 Payment Table to determine the payment to the CLEC for each non-conforming performance measurement.

8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, calculate the percentage that would yield the critical z-value. Use the same denominator as the one used in calculating the z-statistic for the measure. (For benchmark measurements, use the benchmark value.)

8.2.2.2 Step 2: Calculate the difference between the actual percentages for the CLEC and the calculated percentages.

8.2.2.3 Step 3: For each performance measurement, multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Tier-1 Payment Table to determine the payment to the CLEC for each non-conforming performance measurement.

8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement, calculate the ratio that would yield the critical z-value. Use the same denominator as the one used in calculating the z-statistic for the measure. (For benchmark measurements, use the benchmark value.)

8.2.3.2 Step 2: Calculate the difference between the actual rate for the CLEC and the calculated rate.

8.2.3.3 Step 3: For each performance measurement, multiply the total number of data points by the difference calculated in the previous step and the per occurrence dollar amount taken from the Tier-1 Payment Table to determine the payment to the CLEC for each non-conforming performance measurement.

8.3 Performance Measurements for which Payment is Per Measure

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8.3.1 For each performance measurement that CenturyLink QC fails to meet the standard, the payment to the CLEC is the dollar amount shown on the "per measure" portion of the Tier-1 Payment Table.

9.0 Step by Step Calculation of Tier-2 Parity Measurement Payments

9.1 The following describes step by step the calculation of Tier-2 payments. The calculation will be performed monthly using the aggregate CLEC performance results. All Tier-2 payments will be used as set forth in section 7.5.

9.1.1 Identify the Tier-2 parity performance measurement for which CenturyLink QC's service performance is non-conforming for the month in question, using the 1.645 critical z-value.

9.1.2 For each performance measurement that is identified as non-conforming, determine if the non-conformance has continued for three consecutive months and if there are at least 10 data points each month. If it has, a Tier-2 payment will be calculated as described below and will continue in each succeeding month until CenturyLink QC's performance meets the applicable standard. For example, Tier-2 payments will continue on a "rolling three month" basis, one payment for the average number of occurrences for months 1-3, one payment for the average number of occurrences for months 2-4, one payment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

9.2 Performance Measurements for which Payment is Per Occurrence:

The following describes the calculation of Tier-2 payments in which payment is based upon a per occurrence dollar amount.

9.2.1 Performance Measurements that are Averages or Means:

9.2.1.1 Step 1: Calculate the monthly average or the mean for each performance measurement that would yield the critical z-value for each month. Use the same denominator as the one used in calculating the z-statistic for the measure. (For benchmark measurements, use the benchmark value.)

9.2.1.2 Step 2: Calculate the percentage difference between the actual averages and the calculated averages for each month. The calculation for parity measurements is % diff = ((actual average – calculated average)/calculated average) x 100. The percent difference will be capped at a maximum of 100%.

9.2.1.3 Step 3: For each performance measurement, multiply the total number of data points each month by the percentage calculated in the previous step. Calculate the average for three months (rounded to the nearest integer) and multiply

the result by the per occurrence dollar amount taken from the Tier-2 Payment Table to determine the payment for each non-conforming performance measurement.

9.2.2 Performance Measurements that are Percentages:

9.2.2.1 Step 1: For each performance measurement, calculate the monthly percentage that would yield the critical z-value for each month. Use the same denominator as the one used in calculating the z-statistic for the measure. (For benchmark measurements, use the benchmark value.)

9.2.2.2 Step 2: Calculate the difference between the actual percentages and the calculated percentages for each of the three non-conforming months. The calculation for parity measurement is diff = CLEC result – calculated percentage. This formula is applicable where a high value is indicative of poor performance. The formula is reversed where high performance is indicative of good performance.

9.2.2.3 Step 3: For each performance measurement, multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months (rounded to the nearest integer) and multiply the result by the per occurrence dollar amounts taken from the Tier-2 Payment Table to determine the payment for each non-conforming performance measurement.

9.2.3 Performance Measurements that are Ratios or Proportions:

9.2.3.1 Step 1: For each performance measurement, calculate the ratio that would yield the critical z-value for each month. Use the same denominator as the one used in calculating the z-statistic for the measure. (For benchmark measurements, use the benchmark value.)

9.2.3.2 Step 2: Calculate the difference between the actual rate for the CLEC and the calculated rate for each month of the non-conforming three-month period. The calculation is diff = (CLEC rate – calculated rate). This formula is applicable where a high value is indicative of poor performance. The formula is reversed where high performance is indicative of good performance.

9.2.3.3 Step 3: For each performance measurement, multiply the total number of data points by the difference calculated in the previous step for each month. Calculate the average for three months (rounded to the nearest integer) and multiply the result by the per occurrence dollar amounts taken from the Tier-2 Payment Table to determine the payment for each non-conforming performance measurement.

9.3 Performance Measurements that Payment is Per Measure:

Exhibit K

For each performance measurement that CenturyLink QC fails to meet the standard, the payment is the dollar amount shown on the "per measure" portion of the Tier-2 Payment Table.

10.0 Low Volume, Developing Markets

10.1 In the event aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, CenturyLink QC will make Tier-1 payments to CLECs if during a month CenturyLink QC fails to meet the parity or benchmark standard for the qualifying performance sub-measurements listed below. The qualifying sub-measurements are the ADSL qualified loop product disaggregations of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8.

10.2 The determination of whether CenturyLink QC has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event CenturyLink QC does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than $5,000, a minimum payment of $5,000 shall be made. The resulting total payment amount to CLECs will be apportioned to the individual affected CLECs based upon each CLEC's relative share of the number of total service misses.

10.3 At the 6-month reviews, CenturyLink QC will consider adding to the above list of performance sub-measurements new product disaggregation that represents new modes of CLEC entry into developing markets.

10.4 If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

11.0 Payment

11.1 Payments to CLECs or payments made under Tier-2 shall be made one month following the due date of the performance measurement report for the month for which payment is being made. CenturyLink QC will pay interest on any late payment and underpayment at twice the one-year treasury rate, if the credit or other remittance exceeds the five-day grace period.

11.2 Payment to CLECs will be made via bill credits. To the extent that a monthly payment owed to a CLEC under this PAP exceeds the amount owed to CenturyLink QC by the CLEC on a monthly bill, CenturyLink QC will issue a check to the CLEC in the amount of the overage. Payments under Tier-2 will be made via check or wire transfer. CenturyLink QC will provide a comprehensive statement to the Commission

detailing how penalties are calculated when CenturyLink QC makes Tier 2 payments, and a comprehensive statement to each CLEC detailing how Tier 1 penalties are calculated for that CLEC.

12.0 Cap on Tier-1 and Tier-2 Payments

12.1 There shall be a cap on the total payments by CenturyLink QC during a calendar year. The cap amount for Arizona shall be 44% of CenturyLink QC's "net revenues" as that term is defined in the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295 in ¶ 436 footnote 1332. The annual cap shall be recalculated on the first day of the month following the annual anniversary of Commission approval of the Arizona 271 Agreement, using the most recent publicly available ARMIS data. CenturyLink QC shall submit to the Commission the calculation of each year's cap no later than 30 days after submission of ARMIS results to the FCC. For purposes of applying the cap, the relevant calendar year shall be treated pro rata with CenturyLink QC's ARMIS financial statement.

12.2 The cap applies to the aggregate of Tier-1 payments to CLECs, including payments made pursuant to any other alternative performance obligations pursuant to an interconnection agreement with a CLEC and Tier-2 payments under the plan.

12.3 If the cap is reached within any twelve-month period, the Commission reserves the right to conduct a hearing to determine if the cap should be adjusted upward and if other action should be taken. The hearing will proceed only after proper notice has been given to the parties.

13.0 Limitations

13.1 CenturyLink QC's PAP shall not become available in Arizona unless and until Qwest receives effective section 271 authority from the FCC for the State of Arizona.

13.2 CenturyLink QC will not be liable for Tier-1 payments to a specific CLEC in Arizona until the Commission has approved an interconnection agreement between the CLEC and CenturyLink QC and the CLEC opts into the PAP. A CLEC with a Commission-approved interconnection agreement may opt into the terms of the approved Performance Assurance Plan by filing written notice of its intent to do so.

13.3 CenturyLink QC shall not be obligated to make Tier-1 or Tier-2 payments for any benchmark measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) with respect to performance measurements with a benchmark standard, a Force Majeure event as defined in section 5.7 of the SGAT; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with CenturyLink QC or under the Act or State law; an act or omission by a CLEC that is in bad faith (Examples of bad

faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, "dumping" orders or applications in unreasonable large batches, "dumping" orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to CenturyLink QC for services or facilities when such forecasts are required to reasonably provide services or facilities); or 3) non-CenturyLink QC problems associated with third-party systems or equipment, which could not have been avoided by CenturyLink QC in the exercise of reasonable diligence, provided, however, that this third party exclusion will not be raised more than three times within a calendar year. Force Majeure events do not excuse parity failures. CenturyLink QC will not be excused from Tier-1 or Tier-2 payments on any other grounds, except as described in paragraphs 13.6 and 13.7. CenturyLink QC will have the burden to demonstrate that its non-conformance with the performance measurement was excused on one of the grounds described in this PAP.

13.4 CenturyLink QC's agreement to implement these enforcement terms, and specifically its agreement to make payments or assessments hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. CENTURYLINK QC and CLEC agree that CLEC may not use: 1) the existence of this enforcement plan; or 2) CenturyLink QC's Tier –1 or Tier-2 payments or assessments as evidence that CenturyLink QC has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. CenturyLink QC's conduct underlying its performance measures, however are not made inadmissible by its terms. Any CLEC accepting this performance remedy plan agrees that CenturyLink QC's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any payment by CenturyLink QC under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where CenturyLink QC seeks to offset the payment against any other damages a CLEC might recover. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether CenturyLink QC has met or continues to meet the requirements of section 271 of the Act.

13.5 The application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 If an existing interconnection agreement requires payments for damages for a performance miss, and the CLEC opts into the PAP, CenturyLink QC shall not have to pay twice for the same performance miss—once under the pre-existing interconnection agreement and again under the PAP. CenturyLink QC shall have the burden of proof demonstrating that it is paying twice for the same performance miss, and may use the dispute resolution procedure in Section 5.18 or the SGAT to address such an issue.

13.6.1 Any Tier-1 payments made by CenturyLink QC under this PAP are not made inadmissible in any proceeding relating to the same conduct that resulted in a performance miss where CenturyLink QC seeks to offset the payment against any other damages a CLEC might recover; whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding.

13.7 Whenever a CenturyLink QC Tier-1 payment to an individual CLEC exceeds $3 million in a month, or when all CLEC Tier-1 payments in any given month exceed one-twelfth of the annual cap identified in section 12.0, CenturyLink QC may commence a show cause proceeding. Upon timely commencement of the show cause proceeding, CenturyLink QC must pay the balance of payments owed in excess of the threshold amount into escrow, to be held by a third-party pending the outcome of the show cause proceeding. To invoke these escrow provisions, CenturyLink QC must file with the Commission, not later than the due date of the Tier-1 payments, an application to show cause why it should not be required to pay any amount in excess of the procedural threshold. CenturyLink QC will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of the applicable threshold amount. If CenturyLink QC reports non-conforming performance to a CLEC for three consecutive months on 20% or more of the measurements reported to the CLEC and has incurred no more than $1 million in liability to the CLEC, the CLEC may commence a similar show cause proceeding. In any such proceeding the CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires CenturyLink QC to make payments in excess of the amount calculated pursuant to the terms of the PAP.

14.0 Reporting

14.1 Upon FCC 271 approval for a state, CenturyLink QC will provide CLECs which have approved interconnection agreements with CenturyLink QC a monthly report of CenturyLink QC's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However, CenturyLink QC shall have a grace period of five business days, so that CenturyLink QC shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. CenturyLink QC will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the Service Performance Indicator Definitions (PID). Upon a CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to the CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 CenturyLink QC will also provide the Commission a monthly report of aggregate CLEC performance results pursuant to the PAP by the last day of the

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month following the month for which performance results are being reported. However, CenturyLink QC shall have a grace period of five business days, so that CenturyLink QC shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Individual CLEC reports will also be available to the Commission upon request. Upon the Commission's request, data files of the CLEC raw data, or any subject thereof, will be transmitted marked confidential, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form. By accepting this PAP, each CLEC consents to CenturyLink QC providing that CLEC's report and raw data to State Commissions upon the Commission's request.

14.3 In the event CenturyLink QC does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, CenturyLink QC will pay under Tier-2 ate a total of $5,000 for each business day for which performance reports are due after a five business day grace period. This amount represents the total payment for missing any deadline, rather than a payment per report. In addition, CenturyLink QC will pay under Tier-2 for incomplete reports, a total of $1,000 per day for each missing performance result. Prior to the date of a payment for late or incomplete reports, CenturyLink QC may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate.

14.4 CenturyLink QC may not make changes to the Performance Indicator Definitions ("PIDs") contained in the PAP, the statistical methodology for calculating the PID results, or the content of reports unless it first obtains approval from the Commission.

15.0 Audits/Investigations of Performance Results

15.1 CenturyLink QC will create a separate financial system which will take performance results as inputs and calculate payments according to the terms of the PAP. An independent audit of this financial system shall be initiated one year after the effective date of the PAP and a second audit shall be started no later than 18 months thereafter. The auditor will be chosen subject to Arizona Commission approval and paid for by CenturyLink QC. Additionally, the Arizona Commission reserves the right to conduct its own audit or engage the services of a third party auditor if Staff determines that it would be in the public interest. The necessity of any subsequent audits of the financial system shall be considered in the six-month PAP reviews, based upon the experience of the first two audits.

If as a result of the audit, it is determined that CenturyLink QC underpaid, CenturyLink QC will add bill credits to CLECs and/or make additional payments under Tier-2 to the extent that it underpaid. In the event CenturyLink QC overpaid, future bill credits to CLECs and/or future payments under Tier-2 will be offset by the

amount of the overage. All under and over payments will be credited with interest at the one year U. S. Treasury rate.

15.2 In the event of a disagreement between CenturyLink QC and the CLEC participating in this PAP as to any issue regarding the accuracy or integrity of data collected, generated, and reported pursuant to the PAP, CenturyLink QC and the CLEC shall first consult with one another and attempt in good faith to resolve the issue. If an issue is not resolved within 45 days after a request for consultation, the CLEC and CenturyLink QC may upon a demonstration of good cause (e.g., evidence of material errors or discrepancies) request an independent audit to be conducted, at the initiating party's expense. The scope of the audit will be limited to performance measurement data collection, data reporting processes, and calculation of performance results and payments for a specific performance measurement. An audit may not be commenced more than 12 months following the month in which the alleged inaccurate results were first reported.

15.3 If an audit identifies a material deficiency affecting results, the responsible party shall reimburse the other party for the expense of the third party auditor, assuming the responsible party was not the party initiating the audit. In the event the CLEC is found to be responsible for the deficiency, any overpayment made to the CLEC as a result of the deficiency shall be refunded to CenturyLink QC with interest and any affected portion of future payments will be suspended until the CLEC corrects the deficiency. In the event that CenturyLink QC is found to be responsible for the deficiency, CenturyLink QC will pay the CLEC the amount that would have been due under the PAP if not for the deficiency, including interest.

15.4 Neither CLEC nor CenturyLink QC may request more than two audits per calendar year for the entire CenturyLink QC in-region states. Each audit request shall be limited to no more than two performance measurements per audit. For purposes of these provisions, a performance measurement is a Performance Indicator Definition (PID), e.g., OP-3, Installation Commitments Met. CLEC agrees that CenturyLink QC shall not be required to conduct more than 3 audits at one time for its 14 in-region states, notwithstanding who has initiated the audit, and notwithstanding the provisions in this paragraph. This provision shall exclusively govern audits regarding performance measurements. CenturyLink QC agrees to inform Commission Staff and all CLECs of the results of an audit.

15.5 CenturyLink QC will investigate any second consecutive Tier-1 Aggregate failures of a performance measure and will investigate consecutive two-month failures for measures at the Tier-2 level and when a CLEC requests it to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. The Commission may order root cause analysis at any time it deems necessary. CenturyLink QC will not be required to disclose confidential or proprietary information in its root cause conclusions and such reports will be issued in a redacted format where appropriate. CenturyLink QC will disseminate its root cause analysis results to the Commission and CLECs by posting

any non-confidential results to a public website. To the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier-2 misses, CenturyLink QC shall receive credit against future Tier-2 payments in an amount equal to the Tier-2 payments that should not have been made. The relevant portion of subsequent Tier-2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier-1 performance measurements that have not been designated as Tier-2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this Agreement.

15.6 CenturyLink QC will store performance data used to calculate monthly performance reports in an easy to access electronic form for review by the Commission and parties who have a legal right to obtain the information, for one year after they have been produced and for an additional two years in an archived format.

16.0 Reviews

16.1 Every six (6) months, CenturyLink QC, CLECs, and the Commission shall review the performance measurements to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, or Low or Tier-1 to Tier-2. Criteria for review of performance measurements, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. The first six-month period will begin upon the FCC's approval of Qwest's 271 application for the state of Arizona. Staff shall seek the mutual consent of the parties to any proposed changes. Nothwithstanding the limitations set forth above, CenturyLink QC acknowledges that the Commission reserves the right to modify the PAP including, but not limited to performance measurements, penalty amounts, escalation factors, audit procedures and reevaluation of confidence levels, at any time as it sees fit and deems necessary upon Commission Order after notice and hearing.

16.2 Notwithstanding section 16.1, any party may submit a root cause analysis to the Commission requesting removal of a PID or sub-measure from the PAP or requesting exemption of a PID or sub-measure from the application of the trigger mechanism for reinstatement or subsequent removal. In the analysis and recommendations concerning the root cause analysis, the Commission is to consider, at a minimum, whether the root cause analysis provides evidence of no harm, the same harm as covered by other PID measures, non-CenturyLink QC related causes, or other factors which directly relate to the harm or circumstances specific to the PID or sub-measure being analyzed.

17.0 Termination

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17.1 CenturyLink QC acknowledges that the PAP will be in full force and effect until further order of the Commission.

18.0 Severability

18.1 In the event that any one or more of the provisions contained herein shall for any reason be held unenforceable or invalid in any respect under law or regulation, the parties will negotiate in good faith for replacement language as set forth herein. If any part of this performance assurance plan is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this performance assurance plan which is invalid or unenforceable. In all other respects, this performance assurance plan will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of the plan shall remain in full force and effect.

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Attachment 1: Tier-1 and Tier-2 Performance Measurements Subject to Per Occurrence Payment

Performance Measurement		Tier-1 Payments			Tier-2 Payments		
		Low	Med	High	Low	Med	High
GATEWAY							
Timely Outage Resolution	GA-7						X
PRE-ORDER/ORDERS							
LSR Rejection Notice Interval	PO-3[a]	X					
Firm Order Confirmations On Time	PO-5	X				X	
Work Completion Notification Timeliness	PO-6[b]	X					
Billing Completion Notification Timeliness	PO-7[b]	X					
Jeopardy Notice Interval	PO-8	X					
Timely Jeopardy Notices	PO-9	X					
Timely Release Notifications	PO-16						X
Stand Alone Test Environment	PO-19						X
(Expanded) – Manual Service Order Accuracy	PO-20		X				
ORDERING AND PROVISIONING							
Installation Commitments Met	OP-3[c,h]			X			X
Installation Intervals	OP-4[d,h]			X			X
New Service Quality	OP-5a[h],b[e,h]			X			X
Delayed Days	OP-6[f,h]			X			X
Number Portability Timeliness	OP-8			X		X	
Coordinated Cuts On Time – Unbundled Loops	OP-13a			X		X	
Timeliness of LNP Disconnects	OP-17			X		X	
MAINTENANCE AND REPAIR							
Out of Service Cleared within 24 hours	MR-3[h]			X			
All Troubles Cleared within 4 hours	MR-5[h]			X			
Mean time to Restore	MR-6a[h],b[h],c[h], d[g], e[g]			X			
Repair Repeat Report Rate	MR-7[h]			X			X
Trouble Rate	MR-8[h]			X			X
LNP Trouble Reports Cleared within Specified Timeframes	MR-11			X		X	
BILLING							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
NETWORK PERFORMANCE							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X
COLLOCATION							
Installation Interval	CP-1	X					
Installation Commitments	CP-2			X			X
Feasibility Study Interval	CP-3	X					
Feasibility Study Commitment Met	CP-4	X					

Exhibit K

a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.

b. PO-6 is included with PO-7 as two "families:" PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.

c. OP-3 is included as three "families:" OP-3a/3b, OP-3c, and OP-3d/e. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.

d. OP-4 is included with OP-6 as five "families:" OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.

e. Section 3.1.2 applies to OP-5B only if the number of orders with trouble in OP-5A is no more than one.

f. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).

g. Applicable only to EELs-DS1 level and xDSL-I capable loops.

h. Excludes the following product disaggregations as applicable to this PID: Resale Centrex, Resale Centrex 21, Resale DS0 (non-designed), Resale DS0 (designed), Resale DS0, E911/911 Trunks, Resale Frame Relay, Resale Basic ISDN (non-designed), Resale Basic ISDN (designed), Resale Basic ISDN, Resale Primary ISDN (non-designed), Resale Primary ISDN (designed), Resale Primary ISDN, Resale PBX (non-designed), Resale PBX (designed), Resale PBX, Sub-Loop Unbundling, UNE-P (POTS), UNE-P (Centrex), and UNE-P (Centrex 21).

Exhibit K

Attachment 2: Performance Measurements Subject to Per Occurrence Payments With a Cap

Billing

Time to Provide Recorded Usage Records – BI-1 (Tier-1/Tier-2)
Billing Accuracy – Adjustments for Errors – BI-3 (Tier-1)
Billing Completeness – BI-4 (Tier-1/Tier-2)