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Arizona Corporation Commission
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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 IONEX COMMUNICATIONS NORTH, INC. DBA BIRCH COMMUNICATIONS	**DOCKET NO.** T-01051B-15-0093 T-03864A-15-0093 **QWEST CORPORATION dba CENTURYLINK QC'S APPLICATION FOR APPROVAL OF AGREEMENT FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE WITH IONEX COMMUNICATIONS NORTH, INC. DBA BIRCH COMMUNICATIONS**

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 Ionex Communications North, Inc. dba Birch Communications ("Birch"). In support of this Application, CenturyLink states as follows:

I.

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

II.

Birch is engaged or intends to be engaged in the business of providing telecommunications services in the State of Arizona.

III.

Birch 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 Birch 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 Birch 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 Birch 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 Birch 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:

Chris Bunce
Sr. VP & General Counsel
Birch Communications
2323 Grand Boulevard, Suite 925
Kansas City, MO 64108

Kristen Welty
Director-Vendor & Contract Management
Birch Communications
140 Gateway Drive, Suite A
Macon, GA 31210

Qwest Corporation dba CenturyLink QC
Director – Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202

CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th 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 _____
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ARIZONA CORPORATION COMMISSION
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Copy of the foregoing were mailed
this 18th day of March, 2015, to:

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1801 California Street, 9th Floor
Denver, CO 80202

Reed Peterson

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INTERCONNECTION AGREEMENT

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

BETWEEN

QWEST CORPORATION DBA CENTURYLINK QC

AND

IONEX COMMUNICATIONS NORTH, INC. DBA BIRCH COMMUNICATIONS

FOR THE STATE OF ARIZONA

AGREEMENT NUMBER
CDS-150116-0001

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Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Ionex Communications North, Inc. dba Birch Communications ("CLEC"), a South Dakota corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling CenturyLink's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which CenturyLink will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which CenturyLink is providing local Exchange Service at that time, and for which CenturyLink is the incumbent Local Exchange Carrier within the State of Arizona, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank.

1.8 With respect to the terms and provisions of this Agreement, CenturyLink has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

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 successor) 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.

2.2 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 and federal 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 that this Agreement will be corrected, or if requested by CLEC, 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. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the

effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation 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 up to sixty (60) Days. 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.

2.2.1 In addition to, but not in limitation of, Section 2.2 above, nothing in this Agreement shall be deemed an admission by CenturyLink or CLEC concerning the interpretation or effect of any rule, regulation, statute, or interpretations thereof, including but not limited to the FCC's Triennial Review Order and/or its Triennial Review Remand Order and state rules, regulations, and laws as they may be issued or promulgated. 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 any rule, regulation, or statute, or concerning whether the foregoing should be changed, vacated, dismissed, stayed or modified.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this 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.

Section 3.0 - CLEC INFORMATION

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

Identify CLEC hours and holidays.

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3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its 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.

Section 4.0 - DEFINITIONS

"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 Services" refers to the interstate and intrastate switched access 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 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.

"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.

"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" mean 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.

"Business Line" means a CenturyLink-owned switched access line used to serve a business customer, whether by CenturyLink itself or by CLEC 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; and (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 twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (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.

"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.

"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 Network Installation and Maintenance Committee (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" (or "Tandem Switches") are used to connect and switch trunk circuits between and among other End Office Switches. CLEC Switch (es) shall be considered Tandem Office Switch (es) to the extent such Switch (es) serve(s) a comparable geographic area as CenturyLink's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis.

"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.

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

"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).

"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.

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

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from CenturyLink, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Commission" means the Arizona Corporation Commission.

"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" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. CLEC is an entity authorized to provide local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"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.

"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).

"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.

"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 CLEC's 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.

"Data Local Exchange Carrier" or "DLEC" is a CLEC interconnecting primarily for purposes of transporting data.

"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 CLEC, 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.

"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.

"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 twenty-four (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 twenty-eight (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 an End User 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 (1) 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 two (2) copper pairs, or future E1 service over three (3) copper pairs.
>
> "HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL 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.

"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 Section 10.5.2.2.

"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" or "Listings" are any information identifying the listed names of subscribers of a Telecommunications Carrier or Provider, as applicable, and such subscribers' telephone numbers, addresses, 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: (1) that the Telecommunications Carrier and/or Provider provides or uses for the purpose of publishing the Listings in any directory format; or (2) that the Telecommunications Carrier and/or Provider provides or uses in Directory Assistance Service, Directory Assistance List Service, or for other lawful purposes.

"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).

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

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

"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 (2) 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" shall have the same meaning as 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 Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

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

"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 paragraph. Dark fiber obtained from CenturyLink on an indefeasible

right of use basis shall be treated as non- CenturyLink fiber-optic cable. Two (2) 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).

"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 customers or retail End User Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include Access Services, private lines, retail services, and resold services.

"Firm Order Confirmation" or "FOC" means the notice CenturyLink provides to CLEC to confirm that CLEC's 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.

"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.

"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 (two (2) bearer and one (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 twenty-three (23) bearer channels and one (1) data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all twenty-four (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, IntraLATA LEC Toll and Jointly Provided Switched Access 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. When CLEC signs and delivers a copy of this Agreement to CenturyLink pursuant to the notice provision of the Agreement, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(e) of the Act.

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

"Interexchange Service" means telecommunications service between stations in different exchange areas. *Modification of Final Judgment*, § IV(K), *reprinted in United States v. Am. Tel. & Tel. Co.*, 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").

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

"Internet Service Provider-Bound" or "ISP-Bound" refers only to the traffic delivered to an Internet Service provider for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)(the "ISP Remand Order"). Such traffic does not include traffic delivered to an Internet Service provider located in a different local calling area than the calling party.

"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.)

"IntraLATA LEC Toll" means IntraLATA Toll traffic carried solely by a Local Exchange Carrier and not by an IXC.

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

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

"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 a geographically defined area as established by the effective tariffs of CenturyLink as approved 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 (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 (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.

"Local Tandem Switch" is a CenturyLink switch used to connect and switch trunk circuits between End Office Switches for traffic within an EAS/Local calling area.

"Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the Local Calling Area as determined by the Commission.

"Location Routing Number" or "LRN" means a unique ten- (10)-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This ten- (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.

"Long Distance Service" (see "Interexchange Service").

"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 Miscellaneous Charge that relates to trouble isolation work performed by CenturyLink. Basic Maintenance of Service charges apply when the CenturyLink technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the CenturyLink technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the CenturyLink 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 (2) networks, designated by two (2) 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" or "JPSA" refers to an arrangement whereby two (2) or more Telecommunications Carriers including an ILEC, CLEC or CMRS carrier receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each ILEC, CLEC or CMRS carrier receiving an appropriate share of the revenues from the IXC as defined by their effective Switched Access Tariffs or, if applicable, CMRS contract.

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

"Mid-Span Meet POI" A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the CenturyLink Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center.

"Miscellaneous Charges" mean charges that apply for miscellaneous services provided at CLEC's request or based on CLEC's actions that result in miscellaneous services being provided by CenturyLink, as described in this Agreement.

"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the service offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

"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 ATIS (0401004-00XX), contains the recommended guidelines for the Billing of an access service provided by two (2) or more LECs (including a LEC and a CLEC), or by one (1) LEC in two (2) 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 ATIS (0404120-00X), contains recommended guidelines for processing orders for access service which is to be provided by two (2) or more LECs (including a LEC and a CLEC).

"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 (2) and four (4) 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 (including all of its features, functions and capabilities) that includes any means of Interconnection of End User 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.

"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.

"Non-Impaired Wire Center" is a Wire Center that the Commission finds meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 §51.319(a)(5)(i) for DS3 Loops, or the thresholds identified in CFR 47 §51.319(e)(2)(ii) for DS1 Transport, the thresholds identified in CFR 47 §51.319(e)(2)(iii) for DS3 Transport or the thresholds identified in CFR 47 §51.319(e)(2)(iv) for Dark Fiber Transport, and the Tier 1 or Tier 2 Wire Center designations as defined in §51.319(e)(3) and is identified on the Commission-Approved Non-Impaired Wire Center List.

"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 (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (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- (3)-digit Switch entity code which is defined by the "D," "E" and "F" digits of a ten- (10) digit telephone number within the NANP.

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

"Optional Testing" is testing conducted by CenturyLink, at the request of CLEC, that is in lieu of testing CLEC should complete to isolate trouble to the CenturyLink network prior to submitting a trouble ticket to CenturyLink.

"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 (1) call in one hundred (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 CLEC and "Parties" means CenturyLink and CLEC.

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

"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.

"Physical Collocation" shall have the meaning set forth in Section 8.1.1.

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

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

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

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

"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" or "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.

"Provider" means a service provider that offers services other than Telecommunications Services and that provides Listings to CenturyLink for inclusion in the Directory Assistance Database.

“Provider Subscriber” means a third party retail customer that subscribes to a service provided by a Provider.

"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.

"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.

"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" is 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 (2) points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one (1) 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.

"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 or Wire Center boundaries. Selective Routing may also be used for other 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 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 CenturyLink building from which dial tone for local Exchange Service would normally be provided to a particular End User 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.

"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 cross talk 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, Remote Switching Modules, and Packet Switches. 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 Traffic" 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" as used throughout this Agreement refers to CenturyLink interstate Tariffs and state Tariffs, price lists, and price schedules.

"Technically Feasible" Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. 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 Centers" means those CenturyLink Wire Centers that contain at least four (4) Fiber-based Collocators, at least thirty-eight thousand (38,000) Business Lines, or both. Tier 1 Wire Centers also are those CenturyLink tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. 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 Centers" means those CenturyLink Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) Fiber-based Collocators, at least twenty-four thousand (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 Centers" 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.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

"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 Service" is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

"Trouble Isolation Charge" – see "Maintenance of Service."

"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 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" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in CenturyLink's network, as required by the FCC, the Commission or this Agreement.

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

"VNXX Traffic" is all traffic originated by a Party's End User Customer and dialed with a local dialing pattern that is not terminated to the other Party's End User Customer physically located within the same CenturyLink Local Calling Area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed. VNXX does not include originating 8XX traffic.

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

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

"Wire Center" means the location of a CenturyLink local switching facility containing one or more Central Offices, as defined in the Appendix to Part 36, Chapter 1 of Title 47 of the Code of

Federal Regulations. 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 Qwest Corporation Request for Commission Process to Address Key UNE Issues Arising from Triennial Review Remand Order, Including Approval of Qwest Wire Center Lists. (AZ Wire Centers)," and any successor or separate Commission docket in which Qwest 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.

"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 may discontinue the specific service that violates the 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.

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 work 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 of Commission Approval ("Effective Date"); however, the Parties may agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years.

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. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

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 of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice (Payment Due Date). If a Payment Due Date falls on a Sunday, or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday. If a Payment Due Date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday. For invoices distributed electronically, the date of invoice date is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If either Party fails to make payment on or before the Payment Due Date, the other Party may invoke all available rights and remedies.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the services, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within thirty (30) Days following the payment due date provided the Billing Party has notified the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for services. If the Billing Party does not refuse to accept additional orders for the 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 services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. 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 services for failure by the billed Party to make full payment, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within sixty (60) Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each service disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, 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 services of the non-complying Party without further notice. For reconnection of the services to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. If the billed Party is a new CLEC customer of CenturyLink, 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 Should CLEC or CenturyLink dispute, in good faith, any portion of the charges under this Agreement, the Parties will notify each other in writing within fifteen (15) Days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and CenturyLink shall pay all undisputed amounts due. Both CLEC and

CenturyLink agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.

5.4.4.1 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. 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 next 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.

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required. If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party, the Billing Party will adjust the Billing, usually within two (2) Billing cycles, after the resolution of the dispute, as follows:

(1) The Billing Party will credit the Billed Party's bill for the disputed amount and any associated interest; or

(2) If the disputed amount is greater than the bill to be credited, pay the remaining amount to the Billed Party.

(3) The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If the Billed Party fails to dispute a rate or charge within sixty (60) Days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

5.4.5 In the event of a material adverse change in CLEC's financial condition subsequent to the Effective Date of this Agreement, CenturyLink may request a security deposit. A "material adverse change in financial condition" means CLEC is a new CLEC with no established credit history, or is a CLEC that has not established satisfactory credit with CenturyLink, or the Party is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by CenturyLink due to a previous failure to pay undisputed charges in a timely manner. CenturyLink may require a deposit to be held as security for the payment of charges before the orders from CLEC will be provisioned and completed or before reconnection of Service. "Repeatedly delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period based upon recent Billing. The deposit may be adjusted by CLEC's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars ($5,000,000.00). The

deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to CenturyLink, 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 non-payment is subject to Sections 5.4.2 and 5.4.3 of this Agreement.

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 CLEC's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with CenturyLink, which will generally be one full year of timely payments of undisputed amounts in full by CLEC. Upon a material change in financial standing, including factors referenced in Section 5.4.5 above, CLEC may request and the CenturyLink 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 CenturyLink may review CLEC's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5 or another amount, if approved by the Commission.

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 CLEC shall be responsible for notifying its End User Customers of any pending disconnection of a service by CLEC, if necessary, to allow those End User Customers to make other arrangements for such services.

5.4.10 CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement.

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. Whenever possible, 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, provided that the Contesting Party pays any costs incurred by the Collecting Party. 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 A-VII 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 ten billion dollars ($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 ten billion dollar ($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 one hundred thousand dollars ($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 one million dollars ($1,000,000) each occurrence and two million dollars ($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 one million dollars ($1,000,000) per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of ten million dollars ($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 eleven million dollars ($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 or Remote 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) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (3) 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, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear

accidents, floods, work stoppages, 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 that 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. Payments pursuant to the PAP shall not be counted against the limit provided for in this Section.

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 shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) 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.

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.

5.9 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 Network 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 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 (the 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 or an entity under its common control; 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 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 obligation and responsibilities relating to the exchanges acquired by transferee hereunder until such time as (1) CLEC and transferee negotiate a new Interconnection agreement that, upon approval by the Commission, supersedes and replaces this Agreement, or (2) the Agreement expires on its own terms. CLEC agrees to work expeditiously and in good faith to negotiate a new Interconnection agreement with transferee. Until a new Interconnection agreement between CLEC and transferee becomes effective, CLEC agrees to accept, without condition, the assignment to transferee of CenturyLink's obligation and responsibilities under this Agreement relating to the exchanges acquired by transferee. Nothing in this Agreement shall be construed to limit or abridge the authority of the Commission, under its then applicable statutory authority, to impose or withdraw any obligations or responsibilities on the transferee that the Commission deems appropriate as a condition of the transfer.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into interconnection agreements under Section 252(i) of the Act and 47 C.F.R. § 51.809.

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.

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 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 Nondisclosure

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. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request 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 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, 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.

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 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 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

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 CenturyLink's legal personnel in connection with their representation of CenturyLink in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which CLEC provided it to CenturyLink under this Agreement, 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 nondisclosure 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. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, CenturyLink shall provide the forecast information that CLECs have made available to CenturyLink under this Agreement, under seal. CenturyLink shall take any actions necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures. CenturyLink shall provide notice to all CLECs involved at least five (5) business days prior to the release of the information.

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 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 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the

representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

5.18.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence an action which will be brought before the Commission or the FCC. If the claims are not within the jurisdiction or the scope of the statutory authority of the Commission or the FCC, or if the Party commencing the action seeks a judgment for money damages, including, but not limited to, payment of amounts billed, any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and if not, in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them.

5.18.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

5.18.4 No cause of action, including disputes raised pursuant to Section 5.4.4, regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

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 the state law of Arizona.

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, or by email where specified in this Agreement to CenturyLink and CLEC at the addresses shown below:

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

With copy to:
CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

CLEC:
Chris Bunce
Sr. VP & General Counsel
Birch Communications
2323 Grand Blvd, STE 925
Kansas City, MO 64108
Phone: 816-300-3322
Email: chris.bunce@birch.com

With copy to:
Kristen Welty
Director – Vendor & Contract Management
Birch Communications
140 Gateway Drive, STE A
Macon, GA 31210
Phone: 469-916-3506
Email: kristen.welty@birch.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 there from 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.

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

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of CenturyLink services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, 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 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 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.

5.30.2 Intentionally Left Blank.

5.30.3 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.31 Entire Agreement

This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

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Section 6.0 – RESALE

6.1 Description

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.

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 Terms and Conditions

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.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customers 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 telephone assistance plans (TAP), including but not limited to Lifeline/Link-up and Tribal Lifeline services, are available for resale by CLEC only to the same class of End User Customers eligible to purchase these services from CenturyLink.

6.2.2.3.1 If CLEC is an Eligible Telecommunications Carrier (ETC) it must secure TAP credits directly from the appropriate federal or state agency(ies) as CenturyLink will not collect TAP credits on an ETC's behalf.

6.2.2.3.2 If CLEC is not an ETC and if CLEC wishes to resell TAP services, CLEC shall certify pursuant to 47 C.F.R. § 54.417 that it complies with all FCC and any applicable state requirements governing TAP programs. CLEC shall complete and provide such certification to CenturyLink before CLEC purchases TAP services for resale, and shall re-certify annually. The certification form and instructions are provided at CenturyLink's web site in the Resale General Product Catalog. Use of the CenturyLink certification form is mandatory to demonstrate compliance with the requirements of this Section.

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 Inside wiring maintenance plans are available for resale at CenturyLink retail rates with no wholesale discount. Other non-Telecommunications Services such as inside wiring installation, 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 CenturyLink 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 Grandfathered services are available for resale by CLEC to existing End User Customers of the grandfathered 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 switching system. 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 switching system 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 (1) 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. Where CLEC has multiple buildings within contiguous property (campus), such buildings will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by 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. Where CLEC has Centrex station lines from multiple Central Office switching systems, within the same CenturyLink Wire Center, and provisioned to the same location, CLEC 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 CLEC Centrex system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as CLEC's location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Intentionally Left Blank.

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, and 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 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;

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

f) Intentionally Left Blank.

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;

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; and

e) Intentionally Left Blank.

6.2.4 In the event that there are existing agreements between CLEC and CenturyLink for resale under CenturyLink retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings, CLEC may elect to continue to obtain services for resale under the existing agreements and such retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings, 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 (1) 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 Customer's Listings in CenturyLink's Directory Assistance Database and will include such Listings in CenturyLink's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the CenturyLink's Official Directory Publisher Section 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.

6.2.9 If CenturyLink provides and CLEC accepts CenturyLink's Directory Assistance Service or operator services for CLEC's resold local Exchange Service lines, such Directory Assistance and operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Service, 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 (when applicable) 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 Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Laws or regulations for number administration and Local Number Portability (LNP).

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 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, the appropriate access charges pursuant to its then effective Switched Access 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 retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to CLEC a price quotation 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 quotation is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

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.

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 CenturyLink Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings 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 Customer's 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 Customer's 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.

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 CenturyLink Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings.

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, CenturyLink shall make appropriate bill adjustments or 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 nonrecurring 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 nonrecurring 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.

6.4.2 CLEC shall transmit to CenturyLink all information necessary for the ordering (Billing, Directory Listing and other information), installation, repair, maintenance and post-installation servicing according to CenturyLink's standard procedures, as described in the CenturyLink Product Catalog (PCAT) available on CenturyLink's public web site located at http://www.centurylink.com/wholesale/pcat. 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 the Access to OSS Section 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 Directory Listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for Directory 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 Service Provider orders the discontinuance of the End User Customer's existing CenturyLink service in anticipation of the End User Customer moving to a New 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 the Current Service Provider, or if the End User Customer's New Service Provider orders the discontinuance of existing resold service from the Current Service Provider, CenturyLink will bill the Current Service Provider for service through the date the End User Customer receives resold service from the Current Service Provider. CenturyLink will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from the Current Service Provider to a New Service Provider. CenturyLink will not provide the Current Service Provider with the name of the New 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 having in its possession Proof of Authorization (POA), as set forth in the POA 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 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 Section 12.3.8 of this Agreement.

6.7 Commingling of Resold Services with Unbundled Network Elements and Combinations of Unbundled Network Elements

6.7.1 To the extent it is Technically Feasible and pursuant to the terms of Section 9.1, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements.

6.7.1.1 Services are available for Commingling only in the manner in which they are provided in CenturyLink's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

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. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the CenturyLink Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the CenturyLink 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.

7.1.2.4 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.

7.2.1.3 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

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, 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.

7.2.2.8.6 Intentionally Left Blank

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. The LERG is available through Telcordia.

a) CenturyLink Tandem Switches and CenturyLink End Office Switches;

b) CLLI codes;

c) Switch type.

CenturyLink will notify CLEC of the anticipation of a new local Tandem Switch in accordance with the FCC rules on network changes.

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.

7.2.2.8.14 Intentionally Left Blank.

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.

7.2.2.9.2 Intentionally Left Blank.

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);

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.

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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7.3.4.1.3 Intentionally Left Blank.

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

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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 called party number) as required by Applicable Law and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used by the CLEC then the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

7.3.9 VoIP-PSTN Traffic

7.3.9.1 Local VoIP-PSTN Traffic

7.3.9.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Exchange Service (EAS/Local) Traffic and such Local VoIP-PSTN Traffic will be identified as such by using the

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

7.3.9.2 Toll VoIP-PSTN Traffic

7.3.9.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at rates identified in each Party's appropriate access tariff. Such Toll VoIP-PSTN Traffic will be identified as InterLATA Traffic or IntraLATA Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call, i.e. the actual geographic end points of the call, and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

7.3.9.2.1.1 InterLATA Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Any Transit Traffic which is both interLATA and Toll VoIP-PSTN will be exchanged at each Party's interstate switched access service rates. InterLATA Traffic which is not Toll VoIP-PSTN Traffic shall be subject to 7.2.1.3.1.

7.3.9.2.1.2 IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic will continue to be exchanged at each Party's intrastate access tariff rates.

7.3.9.2.1.3 The portion of LIS facilities used for Toll VoIP-PSTN Traffic will be billed at CenturyLink's interstate access tariff rates after the application of Relative Use Factor. CenturyLink will use the Local Interconnection Service Facilities Percent VoIP Usage (LIS-Facility-PVU) factor in Exhibit A to determine the portion of Entrance Facility, Direct Trunk Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

7.3.9.2.1.3.1 The LIS-Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination which is Toll VoIP-PSTN Traffic. The LIS-Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on

FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange.

7.3.9.2.1.3.2 CenturyLink shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all Toll VoIP-PSTN Traffic on an automated basis. These adjustments shall not be treated as billing errors under PID/PAP.

7.3.9.2.1.4 Any factors established by the Parties for the previous sections of 7.3.9.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

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.

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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;

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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). 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.

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.

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); and cabling in CenturyLink's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of 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, Common Area Splitter, Remote and Facility Connected. Other types of Collocation may be requested through the BFR process.

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 Network 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 pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its 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 combining of Unbundled Network Elements, Finished Services, including Local Interconnection Trunks, and ancillary 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, Finished Services, and ancillary 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 and ancillary 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 and ancillary 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 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 – Allows CLEC to place Splitters in a common space area outside its Collocation space near CLEC's DS0 termination points. CenturyLink will install Splitter shelves for shared use by CLECs.

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 A Field Connection Point (FCP)/Cross-Connect Collocation Application Form is required to designate Cross Connections in a Subloop environment when the Collocation takes place in the detached terminal location. This application can be found under the Applications and APOT forms table in CenturyLink's Collocation Product Catalog on CenturyLink's web site. A nonrecurring charge will be developed on an Individual Case Basis (ICB) and consists of the costs to establish or augment the FCP or MTE. If the accessible terminal must be expanded to accommodate CLEC's request, an additional nonrecurring charge will apply as part of the ICB charge. This type of access and Cross Connection is not Collocation. Provisions concerning Subloop access and intervals are contained in Section 9.3.

8.1.1.9 Facility Connected (FC) Collocation -- Facility Connected (FC) Collocation allows CLEC to access 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 is provided on a termination block or termination panel within the designated Wire Center and is engineered, provisioned, maintained, and repaired by CenturyLink.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

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

8.2.1.1.1 In accordance with the FCC rules regarding combinations of Unbundled Network Elements and Commingling of facilities and services which are addressed in Sections 9.1 and 9.23, CenturyLink will not combine or Commingle services or Network Elements that are offered by CenturyLink pursuant to Section 271 of the Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

8.2.1.1.1.1 Services available for Commingling shall be provided by CenturyLink pursuant to CenturyLink's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

8.2.1.1.1.2 Entrance Facilities and mid-span meet SPOI obtained pursuant to Section 7 of this Agreement are not available for Commingling.

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

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. 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 state 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 Elements for purposes of providing local Exchange Service.

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 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; or

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 pursuant to CenturyLink Technical Publication 77385. 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.

8.2.1.9 Space Availability Report -- Upon request by CLEC, CenturyLink will submit to 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;

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 reservations of space by all CLECs.

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.

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8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the End User Customer addresses served by each Remote Premises are available to CLEC 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 the 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.

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 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. 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 of the CLECs in queue, CenturyLink shall notify CLECs of the availability of space in accordance with the 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 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.

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 CenturyLink will maintain a publicly available document, posted for viewing on the Internet, (www.centurylinkcom/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. In addition, the publicly available document shall include, based on information CenturyLink develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

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; and

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

Notwithstanding the foregoing, the CenturyLink web site will list and update within the ten (10) Day period, all Wire Centers that are full, whether or not there has been a Space Availability Report requested by any CLEC.

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 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 quotation to CLEC for the costs, and upon Acceptance of quotation 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.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by CenturyLink by submitting a Collocation Cancellation Application. CLEC shall be responsible for payment of all costs incurred by CenturyLink up to the point when the cancellation is received. Collocation Cancellation is available for all Collocations under a particular billing authorization number (BAN) for which CLEC has not received notification of completion from CenturyLink. Cancellation is offered for all types of Collocation. A cancellation will only occur upon request by CLEC.

8.2.1.15.1 CLEC may submit a Collocation Cancellation Application if the Collocation job is in progress. Upon receipt of a completion notice for the specific Collocation job, the Collocation can no longer be cancelled. CenturyLink will provide acknowledgment of acceptance or rejection of the Collocation Cancellation Application within one (1) business day of receipt. CenturyLink will stop work on a Collocation in progress upon receipt and acceptance of a Collocation Cancellation Application. A request for cancellation is irrevocable once CenturyLink has accepted the Collocation Cancellation Application.

8.2.1.15.2 In the event there is a Common Area Splitter Collocation or CLEC has requested a direct CLEC-to-CLEC connection arrangement with the same BAN as the Collocation job to be canceled, the associated Common Area Splitter Collocation and direct CLEC-to-CLEC connection will also be cancelled.

8.2.1.15.3 CenturyLink will not charge for canceling the Collocation job except for work already completed as of acceptance by CenturyLink of the Collocation Cancellation Application. Charges will be based on when CenturyLink receives the Collocation Cancellation Application and the completion status of the Collocation work. A quotation will be issued within thirty (30) Days of CenturyLink's acceptance of the Collocation Cancellation Application.

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8.2.1.15.4 Additional Labor – Other. This charge is for additional labor not included in the quotation described in 8.2.1.15. This additional labor may include testing and labor activities completed to accommodate a specific customer request.

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. 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 they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully 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, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. 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 CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

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

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by a Collocation Decommission or a Collocation Transfer of Responsibility. A Collocation site is only eligible for Collocation Decommission or a Collocation Transfer of Responsibility after the site is built-out and accepted by CLEC. Abandoned equipment shall be handled as detailed in Section 8.2.1.22.3.

8.2.1.22.1 Collocation Decommission. Collocation Decommission refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment. Collocation Decommission is offered for all types of Collocation. A request for decommissioning is irrevocable once CenturyLink accepts the Collocation Decommission Application.

8.2.1.22.1.1 Prior to submitting a Collocation Decommission Application, all CLEC's financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges. CLEC financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) Days past due.

8.2.1.22.1.2 CLEC must disconnect all services, including any administrative services, from the Collocation site to be decommissioned prior to submitting the Collocation Decommission Application. All of CLEC's administrative lines and End User Customer services need to be disconnected via the appropriate Access Service Request (ASR) or Local Service Request (LSR). If CLEC has not disconnected all services, all charges with respect to the Collocation site will continue to accrue and the Collocation Decommission Application will be rejected.

8.2.1.22.1.2.1 Prior to disconnecting its services, including direct CLEC-to-CLEC connections, CLEC must notify, in writing, all of its current End User Customers affected by the discontinuation of service. CLEC must submit an email notification with the Collocation Decommission Application representing to CenturyLink that all CLEC End User Customers have been properly notified. For direct CLEC-to-CLEC connection arrangements, CLEC should submit a letter of authorization (LOA) signed by both CLECs involved in the direct CLEC-to-CLEC connection arrangement. Failure to include such email notification or LOA will result in the rejection of the Collocation Decommission Application.

8.2.1.22.1.3 CLEC should remove its equipment prior to submitting a Collocation Decommission Application. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC

cables), termination blocks and cage materials. If CLEC does not remove its equipment within thirty (30) Days of CenturyLink's acceptance of the Collocation Decommission Application, CenturyLink will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from CenturyLink, CLEC will have fifteen (15) Days to notify CenturyLink that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and CenturyLink determines that the equipment has been abandoned, CenturyLink will send a final notification and bill CLEC for any and all claims, expenses, fees or other costs associated with the removal by CenturyLink of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will hold CenturyLink harmless from the failure to return any such equipment, property or other items.

8.2.1.22.1.4 CenturyLink will remove all Collocation entrance facilities. For shared Collocation entrance facilities, CenturyLink will cut all fiber and/or copper Collocation entrance facilities at the splice point in the Collocation Point of Interconnection (C-POI). For express Collocation entrance facilities, CenturyLink will remove and dispose of the Collocation entrance fiber.

8.2.1.22.1.5 For Virtual Collocation, CenturyLink will automatically remove all equipment within ninety (90) Days. CenturyLink will negotiate with CLEC to schedule the pick up of the equipment. There will be no charge for the removal of CLEC's Virtual Collocation equipment.

8.2.1.22.1.6 For Collocations with direct CLEC-to-CLEC connection arrangements, CLEC is required to disconnect and remove the direct CLEC-to-CLEC connections. CenturyLink prefers that CLEC disconnect and remove the direct CLEC-to-CLEC connection cables prior to submitting the Collocation Decommission Application. If CLEC is not able to disconnect and remove the cables prior to submitting the Collocation Decommission Application, CLEC will be allowed thirty (30) Days from CenturyLink's acceptance date of the Collocation Decommission Application to disconnect and remove the direct CLEC-to-CLEC connection cables. If CLEC has not removed the direct CLEC-to-CLEC connections, it will be treated as abandoned equipment.

8.2.1.22.1.7 CLEC will be eligible for a refund for all elements defined as either reusable or reimbursable, if acquired by another CLEC during the following defined time period. An inventory will be completed by CenturyLink and furnished to CLEC within ninety (90) Days of the Collocation Decommission Application acceptance identifying the reimbursable and reusable elements and the potential credit.

8.2.1.22.1.7.1 Reimbursable elements considered for a refund are: DS0, DS1, and DS3 termination cabling, and fiber terminations, excluding Collocation entrance facility cabling. These elements will be eligible for a refund for up to one (1) year

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after the date of decommissioning.

8.2.1.22.1.7.2 Reusable elements include components used to provision the original Collocation site (e.g., cage, bays, HVAC, cable racking). These elements will be eligible for a refund for up to three (3) years after the date of decommissioning.

8.2.1.22.1.8 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. CLEC must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) Days of receipt of an accepted Collocation Decommission Application, unless alternative arrangements have been agreed to by CenturyLink.

8.2.1.22.1.9 Ordering – CLEC should submit a Collocation Decommission Application form. CenturyLink will notify CLEC within one (1) business day if the prerequisites have been met. CenturyLink will validate the order within two (2) business days from receipt of the Collocation Decommission Application. CenturyLink will provide an inventory of the eligible reimbursable and reusable elements and the potential credits within ninety (90) Days of the Collocation Decommission Application acceptance.

8.2.1.22.1.10 Billing - CenturyLink will not charge for decommissioning Collocations unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. Charges for work related to the removal of abandoned equipment or returning the Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Collocations.

8.2.1.22.2 Collocation Transfer of Responsibility. Collocation Transfer of Responsibility is the transfer of a Collocation site from vacating CLEC (current CLEC leasing the space in the Premises) to an assuming CLEC. Collocation Transfer of Responsibility is available for Caged Physical Collocation, Cageless Physical Collocation, and Virtual Collocation. All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB). There are two (2) types of Collocation Transfer of Responsibility: 1) Collocation Transfer of Responsibility Without Working Circuits – The Collocation is not serving any End User Customers and does not have active service terminations (e.g., Interconnection trunks or UNE Loops) or 2) Collocation Transfer of Responsibility With Working Circuits – The Collocation has active service terminations, such as Interconnection trunks or is serving End User Customers.

8.2.1.22.2.1 Generally, Collocation Transfer of Responsibility is not available if another CLEC or CenturyLink are waiting in queue for available space within the requested Premises; however, if assuming CLEC acquires all or substantially all of the Collocation sites of vacating CLEC in CenturyLink Premises in the state, such transfers shall not be

subject to any queue for available space. In addition, regardless of any space requests that may be pending in a CenturyLink Premises, Collocation Transfer of Responsibility shall be available when vacating CLEC and assuming CLEC are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order. If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with Applicable Law in obtaining the transfer of the Collocation site.

8.2.1.22.2.2 Both vacating CLEC's and assuming CLEC's Interconnection Agreements with CenturyLink must contain finalized terms and conditions for Collocation Transfer of Responsibility and all associated services. Assuming CLEC is required to have an Interconnection Agreement with CenturyLink prior to submitting a Collocation Transfer of Responsibility request. Assuming CLEC will need to amend any previously existing Interconnection Agreement prior to submitting a Collocation Transfer of Responsibility request if its Interconnection Agreement does not contain the terms and conditions and rate elements for all services that will be transferred.

8.2.1.22.2.3 Collocation Transfer of Responsibility with working circuits is available if only administrative changes are required and the transfer does not involve translations work that needs to be processed in conjunction with the transfer. If translations work is needed, CLEC's transfer plans shall allow for the completion of the Collocation Transfer of Responsibility prior to initiating any translation activity.

8.2.1.22.2.4 A request for Collocation Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quotation.

8.2.1.22.2.5 The Collocation site to be transferred is identified by vacating CLEC's eleven (11) character CLLI™ code. The Collocation site will be transferred "as is" and in its entirety. This includes, but is not limited to, Collocation entrance facilities from the Collocation - Point of Interface (C-POI) manhole, cables, Splitters, and working circuits, if applicable. If the Collocation site has a Common Area Splitter Collocation associated with it, the Common Area Splitter Collocation will be transferred as part of the Collocation Transfer of Responsibility.

8.2.1.22.2.6 The transfer of equipment between vacating CLEC and assuming CLEC will be the responsibility of vacating CLEC and assuming CLEC. CenturyLink is not responsible for the physical condition of vacating CLEC's equipment, with the exception of equipment associated with a Virtual Collocation, as set forth in CLECs' Interconnection Agreements. The negotiation of the transfer terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. CenturyLink will not participate in these negotiations. CenturyLink will only manage the database and records transfer.

8.2.1.22.2.7 Assuming CLEC will provide the information CenturyLink will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), CLEC address, phone number, billing and contact information, and contract number. The Collocation eleven (11) character CLEC CLLI™ code will remain the same.

8.2.1.22.2.8 Submission of new connect, change, and disconnect orders will be restricted from quotation Acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quotation Acceptance and the completion of the transfer, they will be handled on an ICB and may affect the Ready for Service (RFS) date. Submission of Collocation augment orders will not be allowed from the time that the Collocation Transfer of Responsibility Application has been accepted by CenturyLink until assuming CLEC has accepted the quotation for the Collocation Transfer of Responsibility.

8.2.1.22.2.9 All work in progress related to the Collocation site and associated working circuits, if applicable, must either be completed or cancelled by vacating CLEC prior to the quotation Acceptance.

8.2.1.22.2.10 If vacating CLEC does not lease another Physical Collocation site at the specified Central Office at the time of the Collocation Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

8.2.1.22.2.11 Vacating CLEC's financial obligations to CenturyLink with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges, prior to submitting a Collocation Transfer of Responsibility Application. Vacating CLEC's financial obligations include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are more than thirty (30) Days past due. Vacating CLEC may meet its financial obligations by having them expressly assumed, in writing, by assuming CLEC and assuming CLEC pays such obligations at the time it accepts the quotation for Collocation Transfer of Responsibility.

8.2.1.22.2.12 Assuming CLEC's financial obligations to CenturyLink must be in good standing prior to submitting a Collocation Transfer of Responsibility Application, with the exception of formally disputed charges.

8.2.1.22.2.13 Vacating CLEC and assuming CLEC must provide a signed Transfer Authorization Agreement. Required information on the CenturyLink Transfer Authorization Agreement: CenturyLink Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (from Exhibit A) for the transfer of the Collocation site.

8.2.1.22.2.14 Prior to submitting a Collocation Transfer of

Responsibility Application without working circuits, vacating CLEC must ensure that no active circuits exist at the Collocation site to be transferred.

8.2.1.22.2.15 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current End User Customers that utilize the Collocation site's equipment or facilities of the transfer of service to assuming CLEC, unless vacating CLEC has a waiver from the FCC or other applicable regulatory authority. Vacating CLEC must provide an email notification to CenturyLink with the Collocation Transfer of Responsibility Application representing that all of its End User Customers have been properly notified or provide a copy of any applicable waiver.

8.2.1.22.2.16 If the Collocation site being transferred has a direct CLEC-to-CLEC connection arrangement, a letter of authorization (LOA) must be submitted with the Collocation Transfer of Responsibility Application, signed by both CLECs in the direct CLEC-to-CLEC arrangement authorizing the transfer of the direct CLEC-to-CLEC connection service to assuming CLEC. A separate LOA is required for each direct CLEC-to-CLEC relationship associated with the transferring Collocation site. Each LOA shall identify the CLECs, CLLI codes, and BANs for their respective Collocations.

8.2.1.22.2.17 Vacating CLEC and/or assuming CLEC will be responsible for submitting Local Service Requests (LSRs) for Unbundled Loops, enhanced extended Loops (EELs), and line splitting. Assuming CLEC may submit LSRs once it has accepted the quotation for the Collocation Transfer of Responsibility and has received the preliminary APOT information from CenturyLink. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, operator services) with no translation activity, as well as private line and Access Services circuits, will be processed based on the information provided in the Collocation Transfer of Responsibility Application spreadsheet. Assuming CLEC is responsible for Directory Assistance (DA), operator services (OS), Directory Listings, Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any SS7 changes will need to be made after the transfer is complete.

8.2.1.22.2.18 After the Collocation Transfer of Responsibility is complete, vacating CLEC, assuming CLEC, and CenturyLink are all required to sign the CenturyLink Services Transfer Agreement.

8.2.1.22.2.19 Billing. Vacating CLEC will not incur charges for the transfer of the Collocation site. Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until CenturyLink completes the Collocation Transfer of Responsibility request. Assuming CLEC's quotation will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quotation is accepted or not, a Network Systems Administration Fee, and charges for processing the transfer of

working circuits, if applicable. Upon completion of the Collocation Transfer of Responsibility, CenturyLink will begin Billing assuming CLEC for all recurring charges based on assuming CLEC's Interconnection Agreement and cease Billing vacating CLEC.

8.2.1.22.3 Abandoned Equipment. If CenturyLink finds, in the course of business, reasonable evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, CenturyLink shall notify CLEC in writing, via an electronic form, of the existence of such equipment or property and CLEC shall have sixty (60) Days from the date of receipt of such notice to remove such equipment or property from the Premises. If CenturyLink has not received any response to this notice within thirty (30) Days of the sending of the notice, CenturyLink shall send a copy of the notice to CLEC via registered mail. If, prior to the termination of the sixty (60) Day period, CLEC disputes that the equipment or property has been abandoned or left unclaimed at the Premises, CLEC shall provide written notice to CenturyLink of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to CenturyLink within sixty (60) Days of the first written notice, all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to CenturyLink and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by CenturyLink without further notice to CLEC and without obligation to account therefore, and CLEC shall reimburse CenturyLink for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with CenturyLink, within thirty (30) Days of the delivery of such Resolution Request, then thirty (30) Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the CenturyLink Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to CenturyLink and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by CenturyLink without further notice to CLEC and without obligation to account therefore, and CLEC shall reimburse CenturyLink for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless CenturyLink from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with CenturyLink's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where CLEC has submitted a Decommissioning Application, the provisions of Section 8.2.1.22.1 of this Agreement, shall govern the equipment or property of CLEC and not this Section unless CLEC fails to remove its equipment or property in accordance with the terms of Section 8.2.1.22.1 of this Agreement.

8.2.1.23 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 route and cable racking, CenturyLink shall consider all information provided by CLEC in the Collocation 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). CLEC-to-CLEC Connections shall be ordered either as part of a Collocation Application under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF.

8.2.1.23.1.1 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 the ICDF.

8.2.1.23.1.2 CenturyLink will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLEC's Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its End User Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection.

8.2.1.23.1.5 If two (2) CLECs are involved, one (1) CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFAs on the ASR. CLEC requests service order activity by using the standard 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 standard industry forms for CLEC-to-CLEC

Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 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 a direct connection to 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 a connection to 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. 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. Also, CLEC may install the tie cables, blocks, and terminations on the ICDF or CLEC-to-CLEC connections, outside CLEC's physical space and according to CenturyLink's design. 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.

8.2.1.29 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 an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.30 Optional DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, CenturyLink typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, CenturyLink will measure usage on a semi-annual basis if CLEC orders Optional DC Power Measurement. CenturyLink will also take a reading within thirty (30) Days of a written request by CLEC. CenturyLink will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that CenturyLink makes a reading based on a written request, CenturyLink will bill CLEC based on the amount of power ordered. Based on the reading, CenturyLink will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

8.2.1.31 Joint Testing. Joint Testing allows CLEC to request CenturyLink to participate in Joint Testing of CLEC terminations at the Interconnection Distribution Frame (ICDF). CLEC may request Joint Testing on the Collocation Application form or by sending a separate Joint Testing Application form. Collocation and Joint Testing Application forms are available in the PCAT. CLEC must specify on its application the terminations to be tested and the type of tests to be performed with CenturyLink. CLEC must provide contact information on the application for CenturyLink to arrange the Joint Testing date and time. Once CLEC has completed its installation work and is ready for testing, CLEC formally requests Joint Testing via e-mail to RFSMET@centurylink.com. Upon receipt of request CenturyLink and CLEC will promptly meet and agree upon a date to perform Joint Testing, which shall take place no later than thirty (30) Days after the request.

8.2.1.31.1 CenturyLink will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation Application or Joint Testing Application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing Application.

8.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. CenturyLink will assist CLEC in conducting continuity tests on terminations at the ICDF. CenturyLink will not operate CLEC test equipment. If errors are found during the Joint Testing, CenturyLink will only repair CenturyLink network faults. CLEC is responsible for replacement or repair of CLEC-provided facilities.

8.2.1.31.3 If during the scheduled Joint Testing, the CenturyLink-caused error rate is more than two percent (2%) on the terminations identified for testing, CenturyLink will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, CenturyLink will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because CenturyLink errors are found during Joint Testing, CenturyLink may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable

standards. CLEC may review CenturyLink facility cabling at the ICDF to verify the cable sequence, per applicable standards.

8.2.1.32 DC Power Reduction, Restoration, and Deactivation. 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 to zero. CLEC will pay a monthly power maintenance charge to retain the existing power cabling and fuse position for future power augment requests or until such time as CLEC notifies CenturyLink it wishes to discontinue the option. DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary or secondary feed to a minimum of twenty (20) amps. DC Power Off allows CLEC to deactivate their secondary power feed and remove it from the power distribution point (e.g., BDFB or power board). A primary power feed with a minimum of 20 Amps, must be maintained in each collocation at all times, with the exception of Adjacent Collocation, Common Area Splitter Collocation, Facility Connected Collocation, and ICDF Collocation. Adjacent Collocation, Common Area Splitter Collocation, Facility Connected Collocation, and ICDF Collocation do not have a minimum DC power requirement.

8.2.1.32.1 Applications for DC Power Reduction/Restoration/Deactivation may be submitted only for Collocation sites that have been completed and accepted by CLEC, otherwise CLEC should follow standard change or augment procedures including the applicable rates for changes or augments. On the Collocation Application, CLEC should indicate that it is a request for DC Power Reduction/Restoration/Deactivation and identify the specific power feeds. CenturyLink will notify CLEC of any deficiencies in the Collocation Application, within ten (10) Days of receipt. A quotation for the DC Power Reduction/Restoration/Deactivation will be provided to CLEC within twenty-five (25) Days. The quoted nonrecurring charges will be honored for thirty (30) Days from the quotation. CLEC payment of all quoted nonrecurring charges constitutes acceptance and CenturyLink will then perform the work. If CLEC accepts the quotation within seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of the Collocation Application. If CLEC accepts the quotation after seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

8.2.1.32.2 CLEC assumes all responsibility for outages or impacts to CLEC services and equipment due to the reduction in DC power. Restoration of the DC power is contingent upon the desired power and fuse availability.

8.2.1.32.3 Before submitting a Collocation Application requesting DC Power Reduction/Restoration/Deactivation, CLEC's financial obligations for the Collocation site must be current, with the exception of formally disputed charges. Billing to CLEC will be revised to reflect the reduced/restored/eliminated DC power upon receipt of payment of the quoted charges effective back to the date of acceptance by CenturyLink of the Collocation Application.

8.2.1.32.4 If a shortage of fuse positions is imminent, CenturyLink will notify CLEC of the need to exercise its option to reuse the power feed and fuse, or relinquish the fuse position for use by another CLEC or CenturyLink. Upon receipt of such notification, CLEC must request restoration of the secondary

power feed to at least twenty (20) amps or return the fuse position to CenturyLink within thirty (30) Days.

8.2.1.33 Collocation Available Inventory. Collocation Available Inventory provides CLEC with information about the availability of (a) returned Collocation sites and elements under CenturyLink's control ("CenturyLink Postings") and (b) CLEC controlled sites that may be posted are available for a Transfer of Responsibility ("CLEC Postings"). CenturyLink and CLECs may post available Collocation sites on CenturyLink's wholesale web site at: http://www.centurylink.com/wholesale/collocation_space.html. CLEC must either have an approved Interconnection Agreement or is currently negotiating with CenturyLink to have an interim Interconnection Agreement with the specific type of Collocation to be obtained. If the Interconnection Agreement is pending approval, CLEC must execute an early ordering letter. CenturyLink reserves the right to remove CenturyLink Postings to satisfy CLEC Collocation Applications or CenturyLink space requirements. CenturyLink shall not use the CenturyLink Postings as a basis to claim exhaust in any CenturyLink Premises.

8.2.1.33.1 CLEC obtaining a Collocation site from CenturyLink Postings must not have any overdue financial obligations owed to CenturyLink for Collocation, with the exception of formally disputed charges. CLEC will be required to pay a minimum of six (6) months of space construction and floor space lease recurring charges if CLEC terminates its lease prior to six (6) months occupancy.

8.2.1.33.2 CenturyLink Postings. Collocation sites available in CenturyLink Postings may be partially or fully completed before being returned to CenturyLink inventory. Both Caged Physical Collocation and Cageless Physical Collocation sites will be offered in the CenturyLink Postings and will be available under the terms and conditions set forth in the Interconnection Agreement of the CLEC acquiring the Collocation space. CLEC may request to add to or complete the Collocation site to its specifications. CLEC may also request that CenturyLink reduce the cable terminations and CLEC will be charged for the removal of such cable terminations.

8.2.1.33.3 All services that were previously connected to the Collocation (e.g., UNEs, CLEC to CLEC, administrative lines, Finished Services, and Line Splitting) will be disconnected before the site is listed in the CenturyLink Postings. Power, grounding, and Entrance Facilities will also be disconnected before the site is listed. CenturyLink shall inventory all reusable and reimbursable elements and include them in the Collocation site information.

8.2.1.33.4 CenturyLink may also elect to offer Collocation sites returned through bankruptcy or abandonment consistent with Applicable Law (i.e., "Special Sites"). These Collocation sites will not be decommissioned and will be posted as unverified sites with equipment which may include electronic equipment, racks, cages, DC power, grounding and terminations. It is expressly understood and agreed that CenturyLink is selling equipment that is used or surplus equipment on an "as is, where is" basis with all faults, latent and patent, and the equipment is conveyed without any CenturyLink warranties or representations of any kind, express or implied. CLEC is responsible for all

software and software license agreements for any equipment conveyed as part of a Special Site. CLEC is responsible for handling, scrapping, destruction or other disposition of any equipment conveyed as part of a Special Site and shall conform and comply with: (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) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of CLEC; and (c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that CenturyLink is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, CLEC shall be listed as the generator, arranger and owner of the materials.

8.2.1.33.5 CLEC will submit a Collocation Application indicating a specific Collocation site from the Collocation Available Inventory. CenturyLink will follow the standard Collocation provisioning intervals for the type of Collocation as included in CLEC's Interconnection Agreement. During preparation of the quotation, CenturyLink will validate all reusable elements and send an inventory verification letter. After receipt of the validated inventory, CLEC may cancel the Collocation Application or submit a change to the pending Collocation Application. Any cancellation due to differences between the CenturyLink Posting and actual inventory will not result in a QPF or Engineering and Design Fee being charged.

8.2.1.33.6 Charges for Collocation sites listed in the CenturyLink Postings will be on a site specific basis, according to assuming CLEC's Interconnection Agreement and its requested work in the Collocation Application. Assuming CLEC will receive a fifty percent (50%) discount on nonrecurring reusable elements, if any, as defined in Section 8.2.1.22.

8.2.1.34 CLEC Collocation of Splitters

8.2.1.34.1 If CLEC elects to have Splitters installed in CenturyLink Wire Centers via the standard Collocation arrangements, CLEC will either purchase the Splitters or have CenturyLink purchase the Splitters subject to full reimbursement of the cost of the Splitters plus any pass through of actual vendor invoice costs, including but not limited to taxes, shipping and handling. The

Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the Splitters in its Collocation areas within CenturyLink Wire Centers.

8.2.1.34.2 Reclassification allows a CLEC that has existing spare terminations to reclassify those terminations for UNE or other services as necessary. Reclassification is required when the terminations for the requested services are inventoried in a database different from the database of the existing spare terminations. A spare termination is a CLEC termination that is not in use and has no pending orders against it.

8.2.1.34.3 CLEC may designate some or all of its existing tie cables for use in connection with UNEs or other services. CenturyLink will perform any necessary tie cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Splitting and Loop Splitting. Charges will apply pursuant to Exhibit A of the Agreement.

8.2.1.34.4 Two (2) ITPs and two (2) tie cables will be needed to connect Splitters to the CenturyLink network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie cable will carry both voice and data traffic to the Splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the Splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC™/MDF Switch termination, via the ICDF, using a second tie cable and a second ITP.

8.2.1.34.5 Interconnection Tie Pairs and Tie Cables. There are two (2) types of ITP arrangements for connecting the CenturyLink network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

8.2.1.34.5.1 CLEC may elect to use an ICDF. In this instance, one (1) ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two (2) pairs of the tie cable must be used: one (1) pair of the tie cable will carry the voice/data from the ICDF to the CLEC provided Splitter, and the second pair will carry the voice-only signal from the CLEC provided Splitter to the ICDF.

8.2.1.34.5.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC™/MDF. In this instance, CenturyLink will provide one (1) tie cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One (1) pair in the tie cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the CLEC-provided Splitter in CLEC's Collocation space. A second pair in the tie cable will carry the voice-only signal from the CLEC-provided Splitter to the Switch termination on the COSMIC™/MDF. These tie cables will be dedicated to CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable

termination, and associated COSMIC™/MDF hardware to terminate a tie cable on each outside plant and Switch equipment module of the COSMIC™/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). 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. CenturyLink will provide, for each Shared Loop, the tie cable pair assignments.

8.2.1.34.6 The Demarcation Points between CenturyLink's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from CLEC's Collocation.

8.2.1.35 Collocation Joint Inventory Visit. Collocation Joint Inventory Visit allows CLEC to request a comprehensive visit with CenturyLink at an existing Central Office Collocation site. The purpose of this Joint Inventory Visit is to review space, power, terminations, synchronization, administrative lines, virtual equipment, common area splitter, AC outlets, and to verify billable rate elements versus actual billing.

8.2.1.35.1 There will be no time allocated during the visit for testing or repairing items identified. The Joint Inventory Visit Process excludes physical review of the Entrance Facility POI location. Inventory will be documented and any deviations identified on a "Collocation-Joint Inventory Visit Form." This form will become the basis for a follow-up corrective action plan based on mutual agreement. A copy will be provided to CLEC prior to the wrap-up conference call.

8.2.1.35.2 Joint Inventory Visit is available for any Central Office premise type of Collocation.

8.2.1.35.3 Joint Inventory Visit quotation will be communicated from the CenturyLink Collocation Project Management Center (CPMC) via email to CLEC and followed by an invoice requiring 100% payment. Quotations are sustainable upon receipt, since the shortened timeframe requires immediate processing by CenturyLink.

8.2.1.35.4 The visits will be conducted during normal business hours defined as: Monday through Friday from 8 am to 5 pm local time excluding CenturyLink recognized holidays.

8.2.1.35.5 The CenturyLink employee conducting the visit will be a knowledgeable management employee. The CenturyLink representative will be identified by a State Interconnect Manager (SICM).

8.2.1.35.6 The overall process for a Collocation Joint Inventory Visit will be sixty (60) Days from receipt of a valid and complete application to completion of the Joint Inventory Visit, subject to scheduling availability of both CenturyLink and the CLEC.

8.2.1.35.7 A maximum of two scheduling visits will be planned subject to a minimum forty-eight (48) hour cancellation policy. Any cancellation less than forty-eight (48) hours prior to the scheduled Joint Inventory Visit time or failure to conduct the visit by CLEC will result in CLEC being billed and no deliverables received.

8.2.1.35.8 CLEC must submit a "Joint Inventory Visit Application" to order a Collocation Joint Inventory Visit. The Joint Inventory Visit Application is available at http://www.centurylink.com/wholesale/pcat/collocation.html#imp.

8.2.1.35.9 Each site requested will require a separate application form. This is defined as each eleven digit CLLI code location.

8.2.1.35.10 CLEC will receive an email acknowledgment of the application receipt and validation or feedback on any information requiring clarification within one (1) business day.

8.2.2 Terms and Conditions - 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 virtually 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 Terms and Conditions - 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, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 Generally, 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. One exception is the Bay itself.

8.2.3.6.1 This Section allows CLEC to request CenturyLink to procure and install necessary equipment bay infrastructure for CLEC. CLEC agrees to provide CenturyLink with all bay specifications needed to procure the proper bay.

8.2.3.6.2 Upon receipt of a complete Collocation Application where the CLEC has requested that CenturyLink procure and install the Cageless bay infrastructure, CenturyLink will review the bay specifications provided on the

Application. Within three (3) Days of validation of the application, CenturyLink will contact CLEC with any questions.

8.2.3.6.3 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. Price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.2.3.6.4 Within thirty (30) Days of receipt of the quotation, CLEC must submit Acceptance with 50% payment of the nonrecurring charges or acknowledge non-Acceptance of the quoted charges.

8.2.3.6.5 Upon receipt of Acceptance and 50% payment of the quoted nonrecurring charges, CenturyLink will procure and install the equipment bay on behalf of CLEC. The equipment bay installation will be completed with the Standard Installation Intervals listed in this Agreement.

8.2.3.6.6 Upon completion of the Equipment Bay installation, CLEC assumes ownership of the Equipment Bay and is responsible for removal of the bay upon Decommissioning of the site. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables).

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 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 nonrecurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted nonrecurring 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 If, during installation, CenturyLink determines CLEC activities or equipment 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 until the situation is remedied. 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 such conditions pose an immediate threat to the safety of CenturyLink employees, interfere 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. In the event 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.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by CenturyLink. 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, at any time, pursuant to a random audit or otherwise, CenturyLink determines 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 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.

8.2.3.11 CenturyLink shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocation 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). CLEC may

elect to share its Cageless Collocation space (e.g., sublease a shelf to another CLEC), however, the CLEC of record is solely responsible for ordering, Provisioning, repairing, maintaining, and Billing for equipment, cross connects, and services in its Collocation space. 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 quotation to rearrange CenturyLink equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from four (4) 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, and 4) microwave Entrance Facilities. 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 an 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 twelve (12) fibers. CLEC's fiber cable is spliced into a CenturyLink-provided shared fiber entrance cable that consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A twelve (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 twelve (12) fiber increments. The CenturyLink fiber cable consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (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 four (4) and twelve (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 (1) 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 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 space 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 structural analysis or CLEC can request that CenturyLink perform either of these functions. 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, or as soon thereafter as can be scheduled by the Parties, of receipt by CenturyLink of CLEC's Microwave Entrance Facility Application. If CLEC performs the structural analysis or line-of-sight feasibility, it shall submit a response regarding its analysis to CenturyLink and CenturyLink will only bill for an escort 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 of 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 quotation for the Microwave Entrance Facility with the quotation 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 CLEC's facilities. If CenturyLink's assistance is required in order for 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 radio frequency (RF) 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 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 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.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available if CLEC has not obtained Caged or Cageless Physical Collocation, but requires access to CenturyLink's Wire Center for combining Unbundled Network Elements, Finished Services, including local Interconnection trunks, and ancillary services. ICDF Collocation provides CLEC with access to the Interconnection Distribution Frame, where CenturyLink will terminate the Unbundled Network Elements, Finished Services and ancillary services ordered by CLEC. CLEC may combine such services by running a jumper on the ICDF, in accordance with Section 8.2.5.3. 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 Distribution Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new Interconnection Distribution Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame. CenturyLink-provided combinations in accordance with Sections 9.1 and 9.23.3.7 are not provided by CenturyLink in CLEC's ICDF Collocation space.

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, Finished Service, and ancillary 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, Finished Service, and ancillary 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.

8.2.5.4 Intentionally Left Blank.

8.2.6 Terms and Conditions - 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. 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. As participants in utility easements and public/private rights of way arrangements, CLEC and CenturyLink are each responsible for insuring their respective facilities information (housing locations, cable paths, etc.) is communicated to OneCall/Blue Stakes-type entities, as appropriate.

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 CLEC's. 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 Terms and Conditions – 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 Terms and Conditions – Facility Connected (FC) Collocation

8.2.8.1 Facility Connected (FC) Collocation provides access via an Entrance Facility if CLEC does not need to collocate equipment in the Wire Center but requires access for Interconnection or access to UNEs, ancillary services and Finished Services. CLEC will submit its order using the FC Collocation Application. FC Collocation is provided on a termination block or termination panel within the designated Wire Center. CenturyLink will engineer, provision, maintain and repair all services to the FC Collocation. CLEC does not have physical access to the FC Collocation.

8.2.8.2 CenturyLink will perform the installation of services to the block or panel termination point indicated by CLEC on its orders, LSRs or ASRs, based on the connecting facility assignments (CFAs) from CLEC's 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 line voltage isolation equipment.

8.2.8.3.2 Fiber Entrance Facility termination and Cross Connection.

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).

8.2.8.4 Protection for lightning or voltage is required for copper Entrance Facilities and will require protection units (i.e., line voltage isolation equipment) on standard connector blocks on the distribution frame. CenturyLink will engineer and install this protection. All copper cables must come through a cable vault and have grounded/bonded sheaths.

8.2.8.5 CLEC is responsible for providing an Entrance Facility to the CenturyLink designated Collocation Point of Interface (C-POI).

8.2.8.6 All CenturyLink terminations on the termination frame or panel will be given a frame address. CenturyLink will maintain frame or panel address records for CenturyLink terminations. CLEC will maintain its CFA records.

8.2.9 Terms and Conditions – Common Area Splitter Collocation

8.2.9.1 If CLEC elects to have Splitters installed in CenturyLink Wire Centers via Common Area Splitter Collocation, the Splitters will be installed in those Wire Centers in one (1) of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or, in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing CenturyLink relay rack or bay. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, CenturyLink will allow CLEC to place Splitters on the COSMIC™/MDF. CLEC either may purchase Splitters or have CenturyLink purchase the Splitters subject to full reimbursement of the cost of the Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CenturyLink will be responsible for installing and maintaining the Splitters, but CLEC will lease the Splitters to CenturyLink at no cost. CenturyLink may commingle the Splitter shelves of different CLECs in a single relay rack or bay. CenturyLink will not be responsible for shortages of Splitters or CenturyLink's inability to obtain Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

8.2.9.2 Two (2) ITPs and four (4) tie cables will be needed to connect the Splitters to the CenturyLink network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie cable will carry both voice and data traffic to the Splitter. The voice and data traffic will be separated at the Splitter, and the separated voice and data traffic will be routed to the ICDF via separate tie cables (i.e., the second and third tie cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth tie cable, and the voice traffic will be routed to the COSMIC™/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

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8.2.9.3 CenturyLink will provide the cabling used for tie cables between the Splitter and the ICDF. The Splitter Tie Cable Connection Charge will apply.

8.2.9.4 The Demarcation Point between CenturyLink's network and CLEC's network will be at the place where the data Loop leaves the Splitter on its way to CLEC's collocated equipment, or at the ICDF, where the data port is cabled to existing CLEC Collocation tie cable.

8.2.9.5 New Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation Application form and a single order processing charge will apply. New Splitter shelves may be ordered with an existing Collocation by submitting a new Collocation Application and the applicable fee. Standard intervals as contained in Exhibit C will apply.

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 CenturyLink will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Application. A quotation 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 quotation in support of Collocation:

8.3.1.3 Quotation Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quotation for the total costs to CLEC for its Collocation request.

8.3.1.3.1 Planning and Engineering Fee. Augment Quotation Preparation Fee. A non-refundable nonrecurring charge for the work required to plan, design, engineer, and develop a price quotation for the total costs to CLEC for its request to augment existing Collocations, including, without limitation, adding/removing cables and adding/removing terminations.

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 Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 Optional -48 Volt DC Power Usage Charge is available for orders of greater than sixty (60) amps. If CLEC orders Optional DC Power Measurement, CenturyLink will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. CenturyLink will determine the actual usage at the power board as described in Section 8.2.1.30. CenturyLink will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.2 Power Plant per Amp. Provides plant infrastructure to support the -48 volt DC power to CLEC collocated equipment. Power plant is built to support the amount of DC power usage ordered by CLEC and may be reduced with a power reduction request.

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 AC Power Feed is rated on a per foot and per ampere 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 Intentionally Left Blank.

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 an 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 or panels and the associated cost for placement of the blocks or panels. Cabling is also required and may be provided by CLEC or at its 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 its 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 its desired option via the Direct Connection Collocation Application. If CLEC chooses a demarcation inside the Collocation space, CLEC 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 it 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 one-half (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). 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 using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of one hundred (100) or per termination; DS1 in increments of twenty-eight (28) or per termination; and DS3 in increments of one (1) coaxial cable termination or fiber in twelve (12) fiber strands (six (6) fiber pairs).

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. There are two monthly recurring rate elements associated with Security Access. The first rate element is per access card, per CLEC employee, per month. The second rate element is the number of card accessible premises, per CLEC employee, per month, as included in Exhibit A to this Agreement.

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 foot, per A and B feeder.

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 nonrecurring 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.

8.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. Set up and testing charges are based on the virtual collocation maintenance rate specified in Exhibit A. The set up fee has a minimum of one (1) hour per joint testing request at the specified Virtual Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for any time exceeding the one (1) hour for testing. CenturyLink will not charge for the Joint Testing based on the Joint Testing CenturyLink-caused error rate as described in Section 8.2.1.31.3.

8.3.1.19 DC Power Reduction Restoration and Deactivation Rates: CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) or Engineering and Design Fee and the DC Power Reduction or DC Power Restoration fee per Collocation request. Nonrecurring charges associated with the work required to reduce the fuse or breaker size, rewiring the power lead at the power source or relocation of the power feed will be on an ICB basis. 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. CLEC will be charged a nonrecurring charge for moves between the battery distribution fuse board and the power board (for location changes) necessary for DC power reduction/restoration. When Power is turned off or deactivated on a secondary power feed nonrecurring charges (i.e., Power off) will be assessed for the work required to disconnect the power

feed from the power distribution point. A recurring power maintenance charge is associated with the option to hold the power infrastructure for a secondary feed for potential future use by CLEC. The recurring charge will terminate on the date a restoration job completes for the power feed or CLEC returns the fuse position to CenturyLink. If CenturyLink is unable to provide the requested power restoration of the held feed(s) due to exhaustion of power capacity, CenturyLink will refund all Power Maintenance Charges collected since the reservation was accepted.

8.3.1.20 Collocation Available Inventory Charges. For standard CenturyLink Postings of Collocation Available Inventory, CLEC will be charged the standard Collocation rates, including the applicable QPF or Engineering and Planning Fee. CLEC will also be charged for removal of terminations. For Special Sites, assuming CLEC will be charged a Special Site Assessment Fee instead of the standard QPF, unless CLEC requests an augment to the existing site in its initial Collocation Application, then the standard approved QPF will be charged as defined in Exhibit A. CLEC ordering a Special Site, in addition to the standard Collocation rates, will also be charged a nonrecurring Network Systems Administration Fee for the systems and record updates required to transfer the Collocation Site to assuming CLEC and, if a site survey is requested by CLEC, a Site Survey Fee. Any CLEC equipment left in the site will be transferred to assuming CLEC at no charge. Recurring charges for all products and services will be charged at rates listed in assuming CLEC Interconnection Agreement without a discount.

8.3.1.21 Collocation Joint Inventory Visit Charges. The pricing for Joint Inventory Visit is a state-specific, nonrecurring charge identified in Exhibit A.

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC 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.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

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. 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 seventy-eight (78) inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of nine (9) foot and eleven (11) foot six (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 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 CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of CLEC-provided equipment bay.

8.3.2.7 Space Construction. This rate element includes the material and labor to construct and prepare the space, including all support structure, cable racking specific to the bay site. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed two (2) watts per square foot), and convenience outlets and the cost associated with space engineering. These elements have recurring and nonrecurring charges.

8.3.2.8 Cable Rack. This rate element includes the metal structure that holds and routes cabling throughout the CenturyLink Central Office that attaches to the bay specific racking. This element has recurring and nonrecurring charges.

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 (9) 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 nonrecurring 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.

8.3.3.1.1 Space Construction and Site Preparation Single Bay Credit. A credit is applied to the standard two-bay Space Construction and Site Preparation fee included in Exhibit A when CLEC requests a Cageless single-bay configuration. The incremental material and labor costs to install a second bay will be credited.

8.3.3.1.2 Space Construction Fencing Credit. Credit that is applied when CLEC hires an outside company to install the cage fencing. If that option is selected, CLEC will receive a recurring and nonrecurring charge credit for the portion of the rate in Section 8.3.3.1 that covers CenturyLink-performed installation of the fencing.

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, 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 cage. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

8.3.3.5 Equipment Bay. Provides mounting space for CLEC collocated equipment in a Cageless Collocation only. This charge includes the seven, nine, or eleven foot bay, its installation, and all necessary environmental supports and end guard costs. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches.

8.3.3.6 Spacers: Provides for cost associated with procuring and installing spacer and associated mounting brackets with the Equipment Bay described in 8.3.3.5 above. Spacer(s) will be procured based on customer requested width and to match existing office environment height.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 Rate elements for ICDF Collocation include security, QPF, DS0 circuit legs, DS1 circuit legs, DS3 circuit legs, and fiber circuit legs. Circuit legs are defined as termination blocks/panels and cables that are provisioned to meet CLEC's ICDF Collocation needs. These rate elements and their associated charges are used to develop a price quotation for the ICDF Collocation based on CLEC's Collocation Application.

8.3.5 Rate Elements – Adjacent and Adjacent Remote Collocation

8.3.5.1 The charges for Adjacent and Adjacent Remote 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

8.3.6.1 Space Per Standard Mounting Unit – 1.75 (one and seventy-five one hundredths) vertical inches. This nonrecurring rate is associated with the cabinet space and includes the cost of the cabinet and all of the work and materials associated with placement of the cabinet. The recurring rate associated with the space covers maintenance of the materials and equipment associated the cabinet as well as a portion of the costs required for the power pedestal.

8.3.6.1.1 Feeder Distribution Interface (FDI) Terminations (per twenty-five (25) pair). This nonrecurring rate includes costs associated with initial FDI upgrade work required to provide the terminations requested at the FDI. The recurring rate associated with the FDI covers maintenance of the cable between the FDI and the remote collocation cabinet, as well as maintenance of the terminations at the FDI. These charges will apply for both DS0 and DS1.

8.3.6.1.2 -48 Volt DC Power Usage Less Than or Equal to Sixty (60) Amps.

Provides -48 volt DC power to CLEC's collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC power usage charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per-ampere (amp) basis.

8.3.6.1.3 Quote Preparation Fee. A non-refundable nonrecurring charge for the work required to plan, design, engineer, and develop a price quotation for CLEC's Collocation request.

8.3.6.2 Additional Virtual Remote Terminal Features. Work functions that may be required in the installation or repair of the Virtual Remote Collocation.

8.3.6.2.1 Flat Charge, Per Job. Nonrecurring charge to recover service order costs when an additional service order must be issued when necessary for CLEC's additional request for installation and maintenance-related work.

8.3.6.2.2 Engineering Rate. Provides the planning and engineering of CLEC virtually remote collocated equipment at the time of installation, change or removal. Business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time), and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays

8.3.6.2.3 Installation. Provides for the installation, change or removal of CLEC virtually remote collocated equipment.

8.3.6.2.4 Training. Provides for the training of CenturyLink personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually remote collocated equipment when that equipment is different from CenturyLink-provided equipment.

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 Rate elements for Facility Connected (FC) Collocation include: QPF or Planning and Engineering; copper entrance facility; fiber entrance facility; termination block with gas protectors; termination panel; and DS1 voltage isolation. Charges associated with these rate elements are specified in Exhibit A of this Agreement. These rate elements and their associated charges are used to develop a price quotation for FC Collocation based on CLEC's FC Collocation Application and the type of Entrance Facility requested.

8.3.9 Rate Elements – Splitter Collocation

8.3.9.1 Tie Cable Reclassification Charge – A nonrecurring charge will apply, based on time and materials for reclassification of existing tie cable capacity, by among other things, reclassification of existing tie cables, frame re-stenciling, and any other work performed between CLEC's Collocation and the Interconnection Distribution Frame (ICDF) required to provision UNEs and other services.

8.3.9.2 Trouble Isolation Charge – A Miscellaneous Charge will be applied for trouble isolation in accordance with Maintenance and Repair processes set forth in the Maintenance and Repair Section of this Agreement. Exhibit A includes charges for Trouble isolation.

8.3.9.3 Additional Testing – CLEC may request CenturyLink to perform additional testing, and CenturyLink may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

8.3.9.4 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for Splitters either in a bay, on the ICDF, or on the MDF/COSMIC™. These are both recurring and nonrecurring charges.

8.3.9.5 Splitter Charge – A nonrecurring charge will apply for the cost of each Splitter purchased by CenturyLink on behalf of CLEC. This charge will cover the cost of the Splitter, plus any associated costs incurred by CenturyLink to order the Splitter.

8.3.9.6 Intentionally Left Blank.

8.3.9.7 Splitter Tie Cable Connections Charge – A nonrecurring charge will apply for the cost of each tie cable connected to the Splitters in three (3) different configurations: common area; Collocation space; and Main Distribution Frame. This charge will cover both the tie cables and associated blocks per one hundred (100) pair between the Splitter and the ICDF or Splitter bay.

8.3.9.8 The rates for each of the aforementioned split services rate elements are set forth in Exhibit A to this Agreement.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to CenturyLink.

8.4.1.1.1 Nothing in this Agreement shall be construed to preclude CLEC from submitting an order for Collocation prior to CLEC's execution of this Agreement. If, however, the Collocation interval is completed before this Agreement or another interconnection agreement becomes effective, the rates, terms, and conditions of this Agreement shall apply to such Collocation.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) 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 changes that would significantly impair CenturyLink's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require CenturyLink to incur financial penalties under the terms of this Agreement or other Applicable Law. 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. Any nonmaterial 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 Quotation.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the CenturyLink account team. CLEC's 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 Collocation 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.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular CenturyLink Premises. A Collocation Application shall be considered complete, if it contains:

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 Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A high level equipment interface or connectivity schematic for the equipment should also be included.);

g) Entrance Facility type;

h) Type and quantity of terminations;

i) If desired, an alternate form of Collocation if the 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 Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days after receipt of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.1.6 Acceptance – After receipt of a Collocation Quotation Form from CenturyLink, CLEC shall formally accept the quotation 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 and HVAC, in a CenturyLink Premises for up to one (1) year for transmission equipment (ATM and 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 space feasibility within ten (10) Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, CenturyLink will provide a specific price quotation based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quotation and a Billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to CLEC within twenty-five (25) Days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must electronically submit Acceptance or non-Acceptance of the quotation within seven (7) Days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) Days of receipt of the quotation, 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 Acceptance more than thirty (30) Days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, CenturyLink will reserve the space on behalf of CLEC in accordance with the Collocation Space Reservation Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the Collocation Space Reservation Application. CenturyLink will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Collocation Application.

8.4.1.7.4 CLEC may cancel the reservation at any time during the

applicable reservation period. Upon notification of the cancellation, CenturyLink will refund a prorated portion of the twenty-five percent (25%) payment as follows:

a) Cancellation notification within ninety (90) Days from receipt of wire transfer, seventy-five percent (75%) of the initial down payment 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 initial down payment 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 initial down payment 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 initial down payment 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 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:

- two hundred (200) square feet for Caged Collocation
- four (4) bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be

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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. CLEC must have met all past and present undisputed financial obligations to CenturyLink. Upon receipt of the Collocation Space Option Application form, CenturyLink will confirm in writing, within ten (10) Days, the availability of, and price quotation (the "Option Fee") for the Optioned space. If space is not available, CenturyLink will deny the request.

8.4.1.8.4 CLEC must submit Acceptance with full payment of the nonrecurring 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 quotation expires seven (7) Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring 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 quotation 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 its Right of First Refusal, or relinquish its space option. The option party may exercise its 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 standard ordering terms and conditions for Collocation 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 other 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 nonrecurring 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) 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 Collocation Application.

8.4.1.9 Intentionally Left Blank.

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 Collocation Application. As part of the feasibility study, CenturyLink will

also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.2.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

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 a Collocation 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 quotations will be honored for thirty (30) Days from the date the quotation 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 Collocation 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 Timely Acceptance – If a Collocation Application is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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 CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is

included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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 CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.2.4.3 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 Collocation Application, and if space is available and special conditioning is required, but not major infrastructure, 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 CLEC's equipment.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if space is available and special conditioning is required, but not major infrastructure, 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 CLEC's equipment.

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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. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application. As part of the feasibility study, CenturyLink will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.3.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.3.2 Quotation -- If Collocation Entrance Facilities and space are available, CenturyLink will develop a quotation for the supporting structure. CenturyLink will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. Physical Collocation price quotations will be honored for thirty (30) Days from the date the quotation 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 Collocation 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 Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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 Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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 Collocation Application shall be resubmitted by CLEC.

8.4.3.4.3 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 Collocation 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, 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 Collocation Application, and if special conditioning is required, 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 Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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 Collocation Application and if space is available and special conditioning is required, but not major infrastructure, 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 Collocation Application. As part of the feasibility study, CenturyLink will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. 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.

8.4.4.1.1 If CenturyLink determines that the Collocation Application is not

complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.4.2 Quotation -- If space is available, CenturyLink will develop a quotation for the supporting structure. CenturyLink will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. ICDF Collocation price quotations will be honored for thirty (30) Days from the date the quotation 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 Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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 Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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 Collocation Application shall be resubmitted by CLEC.

8.4.4.4.3 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 Collocation 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 Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation 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, 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 Rights of Way (ROW), if required, the provision of Collocation services by CenturyLink, in accordance with CLEC's Collocation 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 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 Collocation Application.

8.4.7.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.7.2 Quotation -- If existing cable racking is available, CenturyLink will provide CLEC with a quotation and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, CenturyLink shall provide a quotation to CLEC no later than ten (10) Days of providing the feasibility study. CLEC-to-CLEC Connection quotations will be honored for thirty (30) Days from the date the quotation 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 nonrecurring 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 Collocation 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 Collocation Application.

8.4.8.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.8.2 Quotation – If existing cable racking is available, CenturyLink will provide CLEC with a quotation and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, CenturyLink shall provide a quotation to CLEC no later than ten (10) Days after receipt of a complete Collocation Application. Direct Connection quotations will be honored for thirty (30) Days from the date the quotation 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 nonrecurring 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 (FC) Collocation

8.4.9.1 Application – Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, CenturyLink will perform a feasibility study. The feasibility study will be provided within ten (10) Days of receipt of a complete Collocation Application. As part of the feasibility study, CenturyLink will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.9.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation 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 Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.9.2 Quotation – If Collocation Entrance Facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of providing the feasibility study. Facility Connected Collocation price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period, the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.9.3 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.

8.4.9.4 Interval – The interval for FC Collocation shall vary depending based on two (2) factors – 1) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and 2) whether CLEC delivers its Entrance Facility to CenturyLink's C-POI in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation Application. CenturyLink will provide FC Collocation ninety (90) Days from receipt of a complete Collocation Application with timely Acceptance of the quotation by CLEC. With late Acceptance of the quotation by CLEC, CenturyLink will provide FC Collocation ninety (90) Days from Acceptance. CLEC must have its Entrance Facility at the C-POI no later than fifty-three (53) Days after CenturyLink receives the complete Collocation Application. If CLEC's Entrance Facility is not completed to the C-POI within fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall complete the FC Collocation within forty-five (45) Days of the completion and availability of CLEC's Entrance Facility at the C-POI.

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 nonrecurring 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 nonrecurring 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 nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, CenturyLink will schedule a walk through of the space with CLEC. During this joint walk through, CenturyLink will turn over access to the space and provide security access to the Premises. Upon completion of the acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e., all ordering information). 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.

8.6 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 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (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

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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.

8.6.5 Facility Connected (FC) Collocation

8.6.5.1 CenturyLink will be responsible for all Maintenance and Repair of FC Collocation facilities from the C-POI into and within the Wire Center, and for the associated Interconnection, ancillary services, and Finished Services terminated on the FC Collocation blocks or panels. CLEC does not have physical access to the Wire Center for FC Collocation.

8.6.6 Splitter Collocation

8.6.6.1 When Splitters are installed in CenturyLink Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC will leave one (1) unused, spare Splitter card in every shelf to be used for Maintenance and Repair until such time as the card must be used to fill the shelf to capacity.

8.6.6.2 When Splitters are installed in CenturyLink Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.

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 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, the Bona Fide Request Process, or Special Request Process (SRP), CLEC may identify and request that CenturyLink furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC.

9.1.1.1 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by CLEC for its own administrative use.

9.1.1.2 CLEC may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

9.1.1.3 If CLEC accesses and uses a UNE consistently with Section 9.1.2, CLEC may provide any Telecommunications Services over the same UNE.

9.1.1.4 Whether a high capacity loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, is based on non-impairment wire center designations that 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 updating the Commission-Approved Wire Center List. For Non-Impaired Facilities identified using the 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 to the initial Commission-Approved Wire Center List, see Section 9.1.1.4.3 of this Agreement.

9.1.1.4.1 The Commission-Approved Wire Center List is available at: http://www.centurylink.com/wholesale/clecs/sgatswireline.html

9.1.1.4.2 Upon receiving a request for access to a high capacity loop or high capacity transport UNE, 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 self-certification letter information through remarks in the service request, or through other means) for any such facility, unless the Parties agree otherwise in an amendment to the Agreement. Regarding ordering with respect to the initial Commission-Approved Wire Center List, see Section 9.1.1.4, and regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.1.4.3. For changes of law, the Parties agree that the change of law provisions contained in the Agreement will apply.

9.1.1.4.3 Additional Non-Impaired Wire Centers. When CenturyLink files a request(s) to add additional Wire Center(s) to the Commission-Approved Wire Center List, CenturyLink will follow the procedures for making such requests approved by the Commission in the Wire Center Docket. If the Commission adds the Wire Center(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 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.

9.1.1.4.3.1 Length of Transition Period for Additional Non-Impairment Designations.

9.1.1.4.3.1.1 When the Commission approves additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations as described in Section 9.1.1.4.3, CLEC will have ninety (90) Days from the effective date of the order in which the Commission approves the addition to the CenturyLink Non-impaired Wire Center list to transition the applicable Non-Impaired Facilities to an alternative service.

9.1.1.4.3.1.2 When the Commission approves additional Dark Fiber transport non-impairment Designations as described in Section 9.1.1.4.3, CLEC will have one-hundred and eighty (180) Days from the effective date of the order in which the Commission approves the addition to the CenturyLink Non-impaired Wire Center list to transition to an alternative arrangement. CenturyLink and CLEC will work together to identify those circuits impacted by such a change.

9.1.1.4.3.2 Rate During Transition Period for Additional Non-Impairment Designations.

9.1.1.4.3.2.1 For the transition period in 9.1.1.4.3.1.1, 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.

9.1.1.4.3.2.2 For the transition period in 9.1.1.4.3.1.2, beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber 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.

9.1.1.4.3.2.3 The 115% rate described in Sections 9.1.1.4.3.2.1 and 9.1.1.4.3.2.2 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.

9.1.1.4.3.2.4 For high capacity loops and high capacity transport UNE transitions, CenturyLink will assess the non-recurring charge contained in the appropriate Tariff. No additional non-recurring charges apply for the transition, other than OSS non-recurring charges if applicable. 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.

9.1.1.4.3.2.4.1 When CenturyLink's tariff rate exceeds $25, CenturyLink will provide a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of $25. This lump sum credit applies for at least three (3) years from the effective date of a Commission order approving the Settlement Agreement in a Wire Center Docket.

9.1.1.4.3.2.4.2 The Parties may disagree as to the amount of the applicable non-recurring charge after the three years period described in 9.1.1.4.3.2.4.1. Each Party reserves all of its rights with respect to the amount of charges after that date. Nothing in this Agreement precludes a Party from addressing charges after the three years 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 the Agreement.

9.1.1.4.3.2.5 Methodology: The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket.

9.1.1.5 If it is determined by CLEC or CenturyLink that CLEC's access to or use of UNEs is inconsistent with Existing Rules, except due to change of law, 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. CLEC is also responsible for all non-recurring charges associated with such conversions.

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

9.1.1.7 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. Notwithstanding the foregoing, the following are not available for resale Commingling:

a) Non-telecommunications services;

b) Enhanced or Information services;

c) Features or functions not offered for resale on a stand-alone basis or separate from basic Exchange Service; and

d) Network Elements offered pursuant to Section 271.

9.1.1.8 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 request CenturyLink to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting CenturyLink to perform the Commingling of such services. CenturyLink shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of CenturyLink's network with access services.

9.1.1.8.1 When a UNE and other service are Commingled, the service interval for each facility being Commingled will apply only as long as a unique provisioning process is not required for the UNE or service due to the Commingling. Performance measurements and\or remedies do not apply to the total Commingled arrangement but do apply to each facility or service ordered within the Commingled arrangement. Work performed by CenturyLink to provide Commingled services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included within a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to CenturyLink, and CenturyLink completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

9.1.1.8.2 CenturyLink will not combine or Commingle services or Network Elements that are offered by CenturyLink solely pursuant to Section 271 of the

Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

9.1.1.8.3 Services are available for Commingling only in the manner in which they are provided in CenturyLink's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

9.1.1.8.3.1 Entrance Facilities and mid-span meet SPOI obtained pursuant to Section 7 of this Agreement are not available for Commingling.

9.1.1.9 Ratcheting. To the extent that CLEC requests CenturyLink to commingle a UNE or a UNE Combination with one or more facilities or services that CLEC has obtained at wholesale from CenturyLink pursuant to a method other than unbundling under Section 251(c)(3) of the Act, CenturyLink 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.

9.1.1.9.1 To the extent a multiplexed facility is included in a Commingled circuit then: (1) the multiplexed facility will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexed facility will be ordered and billed pursuant to the appropriate Tariff.

9.1.1.10 Service Eligibility Criteria. The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

9.1.1.10.1 Except as otherwise provided in this Section 9.1.1.10, 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.

9.1.1.10.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a special access circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

9.1.1.10.2.1 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.

9.1.1.10.2.2 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:

9.1.1.10.2.3 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. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local voice call.

9.1.1.10.2.4 911 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.

9.1.1.10.2.5 Collocation.

a) 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 cannot be at an Interexchange Carrier POP or ISP POP location;

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

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

9.1.1.10.2.6 Interconnection Trunking. CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Where CLEC does not arrange for a meaningful exchange of traffic, those arrangements cannot be attributed toward satisfaction of this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent LIS trunk in the same LATA as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA as the End User Customer served by the circuit.

9.1.1.10.2.6.1 Calling Party Number. Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-

four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. If the Calling Party Number is not exchanged over an Interconnection trunk, that trunk shall not be counted towards meeting these criteria.

9.1.1.10.2.7 End Office Switch. Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of switching local voice traffic. CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic.

9.1.1.10.3 CLEC must provide certification to CenturyLink through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a CenturyLink-provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before CenturyLink will provision or convert the high capacity facility in combination or Commingled.

9.1.1.10.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meet the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the facility to the appropriate private line/special access service within thirty (30) Days.

9.1.1.10.5 Service Eligibility Audits. In order to confirm reasonable compliance with these requirements, CenturyLink may perform Service Eligibility Audits of CLEC's records. Service Eligibility Audits shall be performed in accordance with the following guidelines:

9.1.1.10.5.1 CenturyLink may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

9.1.1.10.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility Audit by CenturyLink and shall maintain and provide CenturyLink with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

9.1.1.10.5.3 An independent auditor hired and paid for by CenturyLink shall perform any Service Eligibility Audits, provided, however, that if a Service Eligibility Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility Criteria, then CLEC shall reimburse CenturyLink for the cost of the audit. To the extent the independent auditor's report

concludes that CLEC complied in all material respects with the Service Eligibility Criteria, CenturyLink shall reimburse CLEC for its costs associated with the Service Eligibility Audit.

9.1.1.10.5.4 An 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.

9.1.1.10.5.5 CenturyLink shall not exercise its Service Eligibility Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If a Service Eligibility Audit does find non-compliance, CenturyLink shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility Audit does not find non-compliance, then CenturyLink shall not exercise its Service Eligibility Audit rights for the remainder of the calendar year.

9.1.1.10.5.6 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.

9.1.1.10.5.7 Service Eligibility Audits conducted by CenturyLink for the purpose of determining compliance with Service Eligibility Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that CenturyLink may have pursuant to other provisions of this Agreement.

9.1.1.10.5.8 CenturyLink shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility Criteria of this Section. CenturyLink shall not require a Service Eligibility Audit as a prior prerequisite to Provisioning combination and Commingled facilities.

9.1.1.10.5.9 CLEC shall maintain appropriate records to support its Service Eligibility Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.1.1.10.5.10 If a Service Eligibility Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, the CLEC must convert all non-compliant circuits to private line/special access circuits and CLEC must true-up any difference in payments within thirty (30) days.

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; second, 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. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, CenturyLink does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, CenturyLink will follow the same process that it would follow for an equivalent 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.

9.1.2.1.2 If cable capacity is available, CenturyLink will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, and other routine network modifications as described below) in order to complete facilities to the End User Customer's premises.

9.1.2.1.2.1 CenturyLink shall make all routine network modifications to unbundled Loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. CenturyLink shall perform these routine network modifications to unbundled Loop or transport facilities in a non-discriminatory fashion, without regard to whether the Loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

9.1.2.1.2.2 A routine network modification is an activity that CenturyLink regularly undertakes for its own retail End User Customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyLink ordinarily attaches to a DS1 loop to activate such loop for its own retail End User Customer. They also include activities needed to enable CLEC to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network

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modifications do not include the installation of new aerial or buried cable for CLEC.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, CenturyLink will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, CenturyLink will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, CenturyLink will send CLEC another FOC with a new Due Date. If facilities are not available and no engineering job exists that could fill the request in the future, CenturyLink will treat CLECs request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. CenturyLink will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, CLEC will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, 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 For UNEs that do not meet the requirements in Section 9.1.2.1, CenturyLink will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

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 outside plant engineering jobs that exceeds one hundred thousand dollars ($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.

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9.1.4 CenturyLink will provide a connection between Unbundled Network Elements and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is 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 termination. 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; 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 Except as set forth in Section 9.23, the UNE Combinations Section, CenturyLink provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by CenturyLink on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by CenturyLink or CLEC):

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

b) CenturyLink will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.

c) CenturyLink will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2 When elements are provisioned by CenturyLink in combination:

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.

9.1.8 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. 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 advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. 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 C.F.R. Parts 51 and 52. CenturyLink provides such disclosures on an Internet web site.

9.1.10 Channel Regeneration. 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 for 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."

9.1.11 Recurring and nonrecurring charges apply for Unbundled Network Elements, as provided under "Rate Elements" subsections of this Section 9.

9.1.12 Miscellaneous Charges apply for miscellaneous services listed below in this Section, if such miscellaneous services are available with Unbundled Network Elements as provided under "Rate Elements" subsections of this Section 9. Miscellaneous services are provided at CLEC's request or are provided based on CLEC's actions that result in miscellaneous services being provided by CenturyLink. Miscellaneous Charges are in addition to recurring and nonrecurring charges that apply under this Agreement. When more than one miscellaneous service is requested for the same Unbundled Network Element(s), Miscellaneous Charges for each miscellaneous service apply. Basic rates apply for miscellaneous services provided during CenturyLink's regular business hours, 8 a.m. to 5 p.m., local time, Monday through Friday, excluding holidays; overtime Miscellaneous Charges apply for such services provided between 5 p.m. and 8 a.m., local time, Monday through Friday, or any time Saturday, excluding holidays; and premium Miscellaneous Charges apply for such services provided any time on Sundays or holidays.

a) Additional engineering – engineering work including: 1) additional technical information after CenturyLink has already provided the technical information normally on the design layout record; 2) customized service; or 3) review of CenturyLink outside plant records. Basic or overtime rates apply.

b) Additional labor – installation – installation work scheduled to be performed outside of CenturyLink's regular business hours. Overtime or premium rates apply.

c) Additional labor - other - work not included in "additional labor – installation" above that involves labor only, including testing and maintenance that are not part of initially requested installation or maintenance, or, for example, for Optional Testing when CLEC reports trouble and provides no test results and authorizes CenturyLink to perform tests on CLEC's behalf. Basic, overtime, or premium rates apply.

d) Additional cooperative acceptance testing – performing specific tests requested by CLEC. CenturyLink's participation in such testing is subject to the availability of necessary qualified CenturyLink personnel and test equipment at test locations, which normally include the CenturyLink Central Office and may include CLEC's specified location. Tests include, but are not limited to, loop back, attenuation, intermodulation, phase jitter, noise, delay, echo, and frequency shift tests. Basic, overtime, or premium rates apply.

e) Non-scheduled testing - performing specific tests requested by CLEC as described above under "cooperative testing" or "manual testing" on a non-scheduled basis. Tests include, but are not limited to, loss, noise, slope, delay, and echo. Such tests are performed as the result of a repair request and are in addition to tests required to isolate and repair trouble. Basic, overtime, or premium rates apply.

f) Cancellation – cancellation of a pending order for the installation of services at any time prior to notification by CenturyLink that service is available for use. The cancellation date is the date CenturyLink receives notice from CLEC that the order is cancelled. If CLEC or CLEC's End User Customer is unable to accept service within thirty (30) Days after the original Due Date, the order will be cancelled by CenturyLink. Additional information concerning the application of prices for cancellations can be found in CenturyLink's Tariff FCC No. 1, Section 5.

g) Design change – information provided by CLEC or a request from CLEC that results in an engineering review and/or a design change to service on a pending service order, per order, per occurrence. Design changes include, but are not limited to: 1) changes to the address on a pending service order when the new address is in the same CenturyLink Wire Center as the original address; or 2) conversions from an Unbundled Network Element to a private line/Special Access circuit. In addition to a design change Miscellaneous Charge, an address change may result in the application of an expedite Miscellaneous Charge in order to retain the original Due Date.

h) Dispatch – 1) information provided by CLEC, or a request from CLEC, in relation to installation of services, resulting in dispatch of a CenturyLink technician(s) when dispatch is not required for CenturyLink to complete its installation work; 2) information provided by CLEC resulting in dispatch, or a request from CLEC for dispatch, of a CenturyLink technician(s) in relation to a repair request where no trouble is found in CenturyLink's facilities; and 3) a CenturyLink technician(s) is dispatched and CLEC or CLEC's End User Customer is not available or ready.

i) Expedite – a Due Date that reflects a shorter service interval than is available in CenturyLink's Service Interval Guide; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a

pending order due to design or other changes submitted by CLEC. CenturyLink will accommodate CLEC's request for an expedited installation if it can do so without delaying Due Dates or orders of other CLECs or End User Customers. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are specified in Exhibit A of this Agreement.

j) Maintenance of Service/Trouble Isolation – work performed by CenturyLink when CLEC reports trouble to CenturyLink and no trouble is found in CenturyLink's facilities. CLEC is responsible for payment of charges when the trouble is in equipment or systems provided by a party(ies) other than CenturyLink. Additionally, when CLEC reports trouble within a quantity of services and circuits, but fails to identify the specific service and circuit experiencing trouble, charges apply for the time spent by CenturyLink to isolate the trouble. A call-out of CenturyLink technician at a time not consecutive with that technician's scheduled work period is subject to a minimum charge of four (4) hours. Failure of CenturyLink personnel to find trouble in CenturyLink facilities will result in no charge if the trouble is subsequently found in those facilities. Charges apply per CenturyLink technician, from the time of dispatch until the work is complete. Trouble Isolation Charges (TIC) apply for trouble isolation work on POTS and Maintenance of Service charges apply for trouble isolation work on other services. Dispatch Miscellaneous Charges may apply in addition to Maintenance of Service charges or TIC. Basic, overtime, or premium rates apply.

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9.1.15 Expedite requests for designed Unbundled Network Elements 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 will apply to Unbundled Network Elements orders and prices for this miscellaneous service are specified in Exhibit A of this Agreement.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

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

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9.2 Unbundled Loops

9.2.1 Description

The Unbundled Loop is defined as a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User

Customer's premises. The Unbundled Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the loop (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Unbundled Loop includes DS0, DS1, and DS3 Loops.

9.2.1.1 Loop Demarcation Point – For purposes of this Section, Loop Demarcation Point is the point where CenturyLink owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership 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 MDU's 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 loop that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDU, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC must connect to a copper distribution plant loop 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/FTTC New Builds. CenturyLink shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where CenturyLink deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility.

9.2.1.2.2 FTTH/FTTC Overbuilds. CenturyLink shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where CenturyLink deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where CenturyLink deploys a FTTH/FTTC loop parallel to, or in replacement of, an existing copper loop facility:

9.2.1.2.2.1 CenturyLink shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH/FTTC loop to such premises, and (ii) upon request provide access to such copper loop as an Unbundled Network Element. Notwithstanding the foregoing, CenturyLink shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case CenturyLink shall restore such copper loop to serviceable condition on an Individual Case Basis. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. CenturyLink's obligations under this subsection 9.2.1.2.2 shall terminate when CenturyLink retires such copper Loop in accordance with the provisions of Section 9.2.1.2.3 below.

9.2.1.2.2.2 In the event CenturyLink, in accordance with the

provisions of Section 9.2.1.2.3 below, retires the existing copper loop connected to the End User Customer's premises, CenturyLink shall provide access, as an Unbundled Network Element, over the FTTH/FTTC loop to a 64 kbps transmission path capable of voice grade service.

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. In the event CenturyLink decides to replace any copper loop or copper Subloop with a FTTH/FTTC Loop, CenturyLink will: (i) provide notice of such planned replacement on its web site (www. CenturyLink.com/disclosures); (ii) provide e-mail notice of such planned retirement to CLECs; and (iii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) CLEC objection to a CenturyLink notice that it plans to replace any copper Loop or copper Subloop with a FTTH/FTTC Loop shall be filed with the FCC and served upon CenturyLink no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

9.2.1.3 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.

9.2.1.3.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services, including DS1 or DS3 capacity, but not DSL, CenturyLink shall provide CLEC with non-discriminatory access on an unbundled basis to time division multiplexing features, functions, and capabilities of that Hybrid Loop, only where impairment has been found to exist to establish a complete transmission path between CenturyLink's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.3.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, CenturyLink may either:

a) Provide non-discriminatory 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 non-discriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

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9.2.2 Terms and Conditions

9.2.2.1 CenturyLink shall provide CLEC, on a non-discriminatory basis, Unbundled Loops (unbundled from local switching and transport) of substantially the same quality as the Loop that CenturyLink uses to provide service to its own End User Customers. 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. 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.

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. 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 Unbundled 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 provision Unbundled Loops over the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.1.1 In areas where CenturyLink has deployed amounts of IDLC that are sufficient to cause reasonable concern about 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 available 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 costs to provide such information or access mediation.

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 state technical standards. If necessary to meet the state standards, CenturyLink will, at no cost to CLEC, 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 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. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required on a Loop that is less than 18,000 feet in length that has not been conditioned as a part of CenturyLink's bulk deloading project, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized CenturyLink to perform such conditioning.

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9.2.2.3.1.1 DS1 Unbundled Loops. Subject to the cap described in Section 9.2.2.3.1.1.1, CenturyLink shall provide CLEC with non-discriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four (4) Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center.

9.2.2.3.1.1.1 Cap on Unbundled DS1 Loop Circuits. CLEC may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which DS1 Loops are available as Unbundled Loops.

9.2.2.3.1.2 DS3 Unbundled Loops. Subject to the cap described in Section 9.2.2.3.1.2.1, CenturyLink shall provide CLEC with non-discriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four (4) Fiber-based Collocators. If a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling is required in that Wire Center.

9.2.2.3.1.2.1 Cap on Unbundled DS3 Loop Circuits. CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

9.2.2.3.1.3 CenturyLink shall make a list available to CLEC of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.2.2.3.2 If CLEC orders a 2/4 wire non-loaded Unbundled Loop for an End

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User Customer served by a digital loop carrier system, CenturyLink will conduct an assignment process which considers the potential for an LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then CenturyLink will reject the order.

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 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 nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

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 one (1) month 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.

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, and 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 its 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 capable Loops using the specifications in the Technical Publication 77384. 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 load coils or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, CenturyLink will provide the necessary electronics at both ends, including any intermediate repeaters. 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 Technical Publication 77384 (Unbundled Loops) and 77375 (DS1).

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 Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 CenturyLink is not obligated to provision BRI-ISDN, xDSL-I-capable, DS1 or DS3-capable Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. CenturyLink offers five (5) Loop qualification tools: the 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 nondiscriminatory manner and will provide CLEC the same Loop qualification information available to CenturyLink. 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.

9.2.2.8.1 Loop Qualification Tool. CLEC may use the Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets DSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77399.

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-EDI. 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, Bridged 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 CLEC through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are load coils on the Loop.

9.2.2.8.4 DSL Qualification Tool. The DSL Qualification Tool is available to CLEC through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support CenturyLink DSL service. If the DSL 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 CLEC through IMA-GUI or IMA-EDI. 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 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 Terminals 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 End User 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 Loop Facilities Assignment and Control System (LFACS) database, which will populate this Loop information into the fields in the Loop qualification tools.

9.2.2.8.7 Upon CLEC request, CenturyLink will provide CLEC with the results that exist in the WFA database of any mechanized loop test CenturyLink may have previously conducted in the provisioning of the Unbundled Loop. If the requested information exists, CenturyLink will provide this information to CLEC via email within forty-eight (48) hours of CenturyLink's receipt of CLEC's request for this information.

9.2.2.9 Provisioning Options. The following provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in CenturyLink Technical Publication 77384, CenturyLink Interconnection Service – Unbundled Loop.

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 installation without LNP 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. 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.

9.2.2.9.3 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 CLEC's designated Appointment Time, the CenturyLink Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. 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. If CenturyLink is not ready within thirty (30) minutes of the scheduled Appointment Time, CenturyLink will waive the nonrecurring 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 nonrecurring 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 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. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the CenturyLink Technical Publication 77384.

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. 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. CLEC will be charged for any Provisioning test not defined in the CenturyLink Technical Publication 77384.

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 CLEC's designated Appointment Time, the CenturyLink Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. 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. If CenturyLink is not ready within thirty (30) minutes of the scheduled Appointment Time, CenturyLink will waive the nonrecurring 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 jeopardy notice and a FOC with a new Due Date.

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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. The Field Technician will not remain on the 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. 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 nonrecurring 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 jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. CenturyLink performs the following performance tests for various Loop types:

a) 2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

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Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

b) 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

c) Basic Rate ISDN and xDSL-I-Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

d) DS1-Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

e) DS3-Capable Loops

Continuity Testing

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.

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 Frame Due Time (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, standard intervals will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of

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the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within CenturyLink's standard installation hours or out of hours. CenturyLink standard installation hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 CenturyLink will schedule the appropriate number of employees prior to the cut, normally not to exceed four (4) 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 to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one (1) Person three (3) hour minimum charge. 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 (1) Person three (3) hour minimum charge.

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 End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoral of CenturyLink service for the ported End User 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 CLEC may request CenturyLink to Commingle DS1 or DS0 analog voice grade unbundled Loops with DS3 or DS1 multiplexed facilities ordered by CLEC from CenturyLink's special access or private line Tariffs. Terms and conditions for this Commingled arrangement are provided in Section 9.25 of this Agreement.

9.2.2.11 In order to properly maintain and modernize the network, CenturyLink may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability

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require advance notice pursuant to the Notices Section of this Agreement.

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.

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 Intentionally Left Blank.

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 will notify CLEC of the loss of the End User Customer, and will disconnect the Loop CenturyLink provided to 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 their Current Service Provider to CLEC, CLEC is responsible for notifying the Current Service Provider of the conversion. CenturyLink will disconnect the Loop CenturyLink provided the Current Service Provider and, at CLEC's 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, at CLEC request, 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. 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.

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 thirty (30) business

days. If facilities become available to fill the order within that thirty (30) business day period, CenturyLink shall notify 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 for any facilities made available under the terms of this section.

9.2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology. Exhibit A also provides Miscellaneous Charges.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Nonrecurring rates.

9.2.3.3 DS1 and DS3-Capable Loop, Basic Rate (BRI) ISDN and xDSL-I-Capable Loop Recurring and Nonrecurring rates.

9.2.3.3.1 DS0, DS1, and DS3-Capable Loop Conversion. Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Nonrecurring rates for 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 All miscellaneous services as described in Section 9.1.12 are available with Unbundled Loops. Miscellaneous Charges apply for miscellaneous services.

9.2.3.7 Miscellaneous Charges for Out of Hours Coordinated Installations.

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9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional labor – installation Miscellaneous Charges in addition to regular nonrecurring charges for the installation.

9.2.3.8 Conversions of private line/special access circuits to Unbundled Loops.

9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Operational Support Systems Section of this Agreement. Detailed ordering processes are found on the CenturyLink wholesale web site.

9.2.4.2 Prior to placing orders on behalf of the End User Customer, CLEC shall be responsible for obtaining and have in its possession a 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.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of CenturyLink's Loop make-up tools available via IMA-EDI, 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 must 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. 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, ISDN-capable Loop, and 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 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 standard interval (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 contains

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load coils, 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 the date the new version is received by CenturyLink.

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9.2.4.3.1.2.4 Intentionally Left Blank.

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 implement adequate processes and procedures to assure the accuracy of the commitment date. If CenturyLink must make changes to the commitment date, CenturyLink will promptly issue a 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 provided the service originates at CLEC's Collocation in the Serving Wire Center. The Loop conversion ordering process applies.

9.2.4.7 Intentionally Left Blank.

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 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can 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 CLEC did

not request the fifteen (15) day interval 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 standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. CLEC may request an out of hours Coordinated Installation outside of CenturyLink's standard installation hours. Installations requested outside of standard installation hours are considered to be out of hours Installations.

9.2.4.10.2 Intentionally Left Blank.

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 CenturyLink and CLEC because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

9.2.5 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. 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 applies if the trouble is found to be on CLEC's side or 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, CLEC is required to perform its own maintenance.

9.2.5.3 Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by CenturyLink, and CenturyLink determines that the trouble is on CLEC's or the End User Customer's side of the Loop Demarcation Point, a Maintenance of Service charge applies. If CLEC elects not to perform trouble isolation and CenturyLink performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service

charge applies. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement.

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 Loops provided to CLEC by CenturyLink. Based on this analysis, CenturyLink will take corrective measure to fix persistent and recurrent problems, reporting to CLEC on the analysis and the process changes that are instituted 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, it shall waive any trouble isolation charges that may otherwise be applicable.

9.2.6 Spectrum Management

9.2.6.1 CenturyLink will provide 2/4 Wire non-loaded 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. 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.

9.2.6.2.1 CLEC information provided to CenturyLink pursuant to Section 9.2.6.2 shall be deemed Confidential Information and CenturyLink may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in CenturyLink's retail marketing, sales or strategic planning.

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 whomever 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 T1s 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 rules.

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 Intentionally Left Blank.

9.2.6.8 CenturyLink will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. 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 the Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.7 Private line/special access circuits may be converted to Unbundled Loops subject to the terms and conditions of this Agreement, including the following criteria: 1) must be like-for-like facilities, e.g., DS1 private line to DS1 capable Unbundled Loop; 2) must originate at CLEC's Collocation site in the serving Central Office; and 3) must terminate at an End User Customer's premises. The provisioning intervals for converting from private line/special access to Unbundled Loop are located in the Service Interval Guide (SIG). Additional information can be found in the Product Catalog for Unbundled Loop.

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 within the cable without removing a splice case to reach the wire 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 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 to the feeder facilities only to the extent it is part of a complete transmission path, not a Subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Unbundled Dark Fiber MTE Subloop which is addressed in Section 9.7.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multiple 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, and shall make its determinations within ten (10) business days and shall apprise CLEC of the conditions for access. If there is a dispute regarding the conditions for access, CenturyLink shall attempt to accommodate access pending resolution of the specific issues in dispute.

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.

9.3.1.1.5 Intentionally Left Blank.

9.3.1.2 Standard Subloops available.

a) Two-Wire/Four Wire Unbundled Distribution Loop

b) Intentionally Left Blank

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.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with CenturyLink outside of the Central Office location where it is Technically Feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a 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 Placement of a FCP within a CenturyLink Premises for the sole purpose of creating a cross connect field to support Subloop unbundling constitutes a "Cross Connect Collocation."

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross Connect Collocation are found within Section 9.3.

9.3.1.4.2.2 To the extent that CLEC places equipment in a CenturyLink Premises that requires power and or heat dissipation, such Collocation is governed by the terms of Section 8 and does not constitute

a Cross Connect Collocation.

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, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

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 Intentionally Left Blank.

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 Network 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 nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a CenturyLink technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC can obtain access to this Unbundled Network 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.

9.3.2.1.4 To the extent CLEC accesses a Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access the Subloop 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 (1) Person or entity, on which there are multiple buildings.

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9.3.2.2.1 Intentionally Left Blank.

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

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 a test 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. If CLEC requires immediate access to the Subloop, then CLEC may access the Subloop element prior to the completion of the inventory per Section 9.3.5.4.7. 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 accordance 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. In addition, CenturyLink shall have an obligation 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, identified in Exhibit A, which shall be ICB, 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.

9.3.3.7.3 CLEC may cancel a request to construct an FCP 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 all costs previously incurred by CenturyLink as well as any 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.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

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, CLEC may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards.

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 its 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 Field Connection Point 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 Collocation. 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 Collocation associated with a FCP request

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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 Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Dispute Resolution Section of this Agreement. 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 Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes.

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 Subloop elements. CLEC shall not at any time disconnect CenturyLink facilities or attempt to run a jumper between its Subloop elements 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.

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9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

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9.3.5.4.1 CLEC shall notify its account manager at CenturyLink in writing, including via email, of its intention to provide access to End User Customers that reside within a MTE. Upon receipt of such request, CenturyLink shall have up to ten (10) Days to notify CLEC and the MTE owner whether CenturyLink believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership at the same MTE, CenturyLink shall provide such notification within two (2) business days. In the event that CLEC provides CenturyLink with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the End User Customer side of the terminal, the preceding ten (10) Day period shall be reduced to five (5) Days from CenturyLink's receipt of such claim.

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 twenty (20) 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 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 this Section 9.3.

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 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. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, CenturyLink will dispatch a technician to run a jumper between CLECs Subloop elements and CenturyLink's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that CenturyLink 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 Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Access Protocol that is different from CenturyLink's Standard MTE Access Protocol, CenturyLink shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when CenturyLink runs the jumper, the Subloop Provisioning intervals contained in Exhibit C shall apply.

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.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point Request Form to CenturyLink along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are 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 Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP 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 Cross Connect Collocation in a detached terminal shall be provisioned within ninety (90) Days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 If CenturyLink denies a request for Cross Connect Collocation in a CenturyLink Premises due to space

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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 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 Cross Connect 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 nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, CenturyLink will schedule with CLEC an inspection of the FCP with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the Acceptance inspection. If CenturyLink, despite its best efforts, including notification through the contact number on the Cross Connect Collocation Application, is unable to schedule the Acceptance inspection with CLEC within twenty-one (21) Days of 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 Rate Elements

Exhibit A provides recurring and nonrecurring rates for Subloop and also provides Miscellaneous Charges.

9.3.6.1 All Subloop Types

9.3.6.1.1 Recurring Charges - CLEC will be charged monthly recurring charges for each Subloop.

9.3.6.1.2 Nonrecurring Charges – One-time charges apply for specific work activities associated with installation of each Subloop.

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9.3.6.3 Additional Rate Elements for Detached Terminal Subloop Access

9.3.6.3.1 Cross Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of a Cross Connect Collocation upon submission of the Collocation Application. The FCP Request Form shall not be considered complete until complete payment is submitted to CenturyLink, as described in Section 8.1.1.8.1.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be charged for in accordance with the rate elements set forth in Section 8.

9.3.6.3.3 Subloop Nonrecurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for CenturyLink running jumpers within the accessible terminal for each Subloop ordered by CLEC.

9.3.6.4 Additional Rate Elements for MTE Terminal Subloop Access

9.3.6.4.1 CLEC will be charged the Subloop MTE – POI Site Inventory nonrecurring charge for CenturyLink to complete an inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 CLEC will be charged the MTE – POI Rearrangement of Facilities nonrecurring charge for CenturyLink to complete a rearrangement of facilities to make room for an MTE for CLEC.

9.3.6.4.3 CLEC will be charged the MTE – POI Construction of New SPOI nonrecurring charge for CenturyLink to construct a new MTE SPOI for CLEC.

9.3.6.5 Nonrecurring charges apply for conditioning for Distribution Subloop.

9.3.6.6 All miscellaneous services as described in Section 9.1.12 are available with Subloop. Miscellaneous Charges apply for miscellaneous services.

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 facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

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9.5 Network Interface Device (NID)

9.5.1 Description

The CenturyLink NID is defined as any means of Interconnection of on-premises wiring and CenturyLink's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at a premises. If CLEC seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to Section 9.3. 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 End User Customer's premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the End User Customer's 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 End User 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 End User Customer's on-premises wiring to the End User Customer'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 Customer'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.

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9.5.2 Terms and Conditions

9.5.2.1 CLEC may use the existing CenturyLink NID to terminate its drop if 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 facilities-based provider up to and including its NID, the CenturyLink facility currently in place, including the NID, will remain in place.

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 re-termination 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. Future installation of CenturyLink NIDs will be such that it will not unnecessarily impede access to the End User Customer's wiring.

9.5.2.1.4 CLEC may enter the subscriber access chamber or End User Customer side of a dual chamber NID enclosure 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 an End User 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 change-outs, on a wide scale basis. At 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 End User 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 End User 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 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.

9.5.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for access or modifications to an existing NID, and Exhibit A also provides Miscellaneous Charges.

9.5.3.1 If CLEC requests the current simple NID be replaced with a different simple NID, pursuant to Section 9.5.2.1, additional labor – other Miscellaneous Charges will be assessed 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 apply for unbundled access to the protector field in a CenturyLink NID, pursuant to Section 9.5.2.5. As of the Effective Date of this Agreement, CenturyLink has not implemented charges for this recurring rate element, but reserves the right to assess such a charge in the future.

9.5.3.3 When 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 as additional labor – other Miscellaneous Charges.

9.5.3.4 When CenturyLink makes rearrangements to the inside wire terminations or terminal enclosure pursuant to Section 9.5.2.1.5, charges will be assessed as additional labor – other Miscellaneous Charges.

9.5.3.5 CLEC will be charged 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 CLEC's request for modified/additional capacity. Charges will be assessed as additional labor – other Miscellaneous Charges.

9.5.4 Ordering Process

9.5.4.1 Intentionally Left Blank.

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 End User Customer field of the NID, no additional verification is needed by CenturyLink. CLEC shall tag its jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross connect field other than to the End User Customer field of the NID, CLEC shall submit a LSR for connection to the NID. CenturyLink shall notify CLEC, within ten (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 infeasibility 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 infeasibility pursuant to the Dispute Resolution provisions of this Agreement. No additional verification is needed by CenturyLink and CLEC shall tag its jumper wire.

9.5.4.3 Subject to the terms of Section 9.5.4.2, CLEC may perform a NID-to-NID connection, according to Section 9.5.2.3, and access the End User 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 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. This work is billed to CLEC as additional labor – other Miscellaneous Charges. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

CenturyLink shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 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. UDIT also provides 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 described in CenturyLink Technical Publication 77389.

9.6.1.2 Intentionally Left Blank.

9.6.1.3 Intentionally Left Blank.

9.6.2 Terms and Conditions

9.6.2.0 Intentionally Left Blank.

9.6.2.0.1 CenturyLink shall unbundle DS1 transport between any pair of CenturyLink Wire Centers except where, through application of "Tier" classifications, as defined in Section 4 of this Agreement, both Wire Centers defining the Route are Tier 1 Wire Centers. 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.

9.6.2.0.1.1 On Routes for which no unbundling obligation for DS3 dedicated transport circuits exists but for which DS1 Dedicated Transport is available on an unbundled basis, CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits.

9.6.2.0.2 CenturyLink shall unbundle DS3 transport between any pair of CenturyLink Wire Centers except where, through application of "Tier" classifications, as defined in Section 4 of this Agreement, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, CenturyLink must unbundle DS3 transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

9.6.2.0.2.1 CLEC may obtain a maximum of twelve (12) unbundled DS3 dedicated transport circuits on each Route where DS3 dedicated transport is available on an unbundled basis.

9.6.2.0.3 CenturyLink shall make available to CLEC a list of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.6.2.0.4 All services provided in this Section 9.6 are subject to the Ratcheting criteria as provided in Section 9.1.1.9 of this Agreement.

9.6.2.0.5 All services provided in this Section 9.6, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as provided in Section 9.1.1.10 of this Agreement.

9.6.2.1 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.

9.6.2.2 Intentionally Left Blank.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. 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 for 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."

9.6.2.4 Intentionally Left Blank.

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9.6.2.6 Intentionally Left Blank.

9.6.2.7 Intentionally Left Blank.

9.6.2.8 Intentionally Left Blank.

9.6.2.9 Upon CLEC request, CenturyLink will convert special access or private line circuits to UDIT, provided the service originates at CLEC's Collocation in the Serving Wire Center.

9.6.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for UDIT and also provides Miscellaneous Charges.

9.6.3.1 DS1 UDIT includes the following rate 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 of the UDIT transmission path.

c) Intentionally Left Blank.

d) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

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9.6.3.2 DS3 UDIT rates include the following rate 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 between CenturyLink Wire Centers. 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 CenturyLink Wire Centers.

c) Intentionally Left Blank.

d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) Intentionally Left Blank.

9.6.3.3 DS0 UDIT includes the following rate elements:

a) DS0 Transport Termination (Fixed). 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). This recurring rate element provides a transmission path of 64 Kbps between CenturyLink Wire Centers. 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 CenturyLink Wire Centers.

c) DS0 Nonrecurring Charges. One-time charges apply for a specific work activity associated with installation of the DS0 service.

d) Low Side Channelization. Recurring charges apply for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.4 Intentionally Left Blank.

9.6.3.5 Intentionally Left Blank.

9.6.3.5.1 Intentionally Left Blank.

9.6.3.6 Nonrecurring charges apply for rearrangements of UDIT.

9.6.3.7 Intentionally Left Blank.

9.6.3.8 Intentionally Left Blank.

9.6.3.9 The following miscellaneous services, as described in Section 9.1.12, are

available with UDIT. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – other

b) Cancellation

c) Design Change

d) Dispatch

e) Expedite

f) Maintenance of Service.

9.6.3.10 A nonrecurring charge is applied to the conversion of an existing private line/Special Access circuit to UDIT.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the Access Service Request (ASR) process. Ordering processes are contained in the Access to OSS Section of this Agreement.

9.6.4.1.2 Intentionally Left Blank.

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 of this Agreement.

9.6.4.1.4 Intentionally Left Blank.

9.6.4.1.5 An order may be canceled any time up to and including the Due Date/Service Date. Cancellation Miscellaneous Charges apply for such cancellations 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; or

b) The original Due Date has been scheduled later than the expiration of the standard 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

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extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

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9.6.4.4 Intentionally Left Blank.

9.6.4.5 CenturyLink will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.4.6 To convert an existing private line/special access circuit to UDIT, CLEC must submit two (2) ASRs to change the circuit identification, Network Channel Interface Code (NCI) and billing.

9.6.4.7 CLEC will submit an Access Service Request (ASR) for rearrangement including appropriate termination information (e.g., Connecting Facility Assignment (CFA) or Network Channel Codes/Network Channel Interface Codes (NC/NCI) codes).

9.6.5 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 the Access to OSS Section of this Agreement.

9.6.6 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. 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 normal 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

Dedicated dark fiber shall be made available to CLEC on an unbundled basis as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

9.7.1 Description

Unbundled Dark Fiber (UDF) is a deployed, unlit strand or strands of fiber that connects two (2) Wire Centers within CenturyLink's network within the same LATA or state. UDF exists in two (2) distinct forms: (a) UDF interoffice facility (UDF-IOF), which constitutes a deployed route between two (2) CenturyLink Wire Centers; and (b) UDF MTE Subloop that begins at or near an MTE premises to provide access to MTE premises wiring. Deployed Dark Fiber 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.

9.7.2 Terms and Conditions

9.7.2.0 CenturyLink shall unbundle dark fiber transport between any pair of CenturyLink Wire Centers except where, through application of "Tier" classifications described in Section 4 of this Agreement, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, CenturyLink must unbundle dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

9.7.2.0.1 CenturyLink shall make a list available to CLEC of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.7.2.1 CenturyLink will provide CLEC with non-discriminatory access to UDF in accordance with Section 9.1. CenturyLink will provide UDF 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 CenturyLink provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 A point of technically feasible access is any point in CenturyLink's outside plant at or near an MTE premises 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.

9.7.2.2.3 Intentionally Left Blank.

9.7.2.3 CenturyLink will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber at both ends, provided that if CLEC requests CenturyLink to obtain and connect the electronic equipment, CenturyLink will follow the requirements of Section 9.19 in deciding whether or not to build the facilities for CLEC.

9.7.2.4 CenturyLink will provide Unbundled Dark Fiber to CLEC in increments of one (1) or two (2) strands. 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 Dark Fiber 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.

9.7.2.6 Intentionally Left Blank.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in CenturyLink's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to CenturyLink.

9.7.2.9 Intentionally Left Blank.

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 Intentionally Left Blank.

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 Wire Centers within a UDF or at Wire Centers where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Wire Centers.

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 CLEC is responsible for all work activities at the MTE premises. All negotiations with the premises End User Customer and or premises owner are solely the responsibility of CLEC.

9.7.2.14 Intentionally Left Blank.

9.7.2.15 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-CenturyLink owned MTE is done through an MTE-POI. Collocation is not required to access MTE Subloops.

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 (1) 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 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.

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9.7.2.17.3 Intentionally Left Blank.

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 Technical Publication 77383, 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 Technical Publication 77383, CenturyLink will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If CenturyLink cannot replace the UDF upon receipt of CLEC's disconnect order, CenturyLink will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

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9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF.

9.7.3.1.1 CLEC must submit a UDF inquiry and CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 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 If there is UDF available, the UDF simple inquiry response and the complex inquiry response 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.

9.7.3.2 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 – Connecting 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 Based on the CLEC request, (UDF-IOF or UDF MTE Subloop), there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an MTE. CLEC shall access the UDF MTE

Subloop on the MTE Premises at a Technically Feasible point if possible. If access is not Technically Feasible on the MTE Premises, then CLEC may request access to UDF MTE Subloop at a Technically Feasible point near the MTE Premises. CenturyLink will prepare and submit to CLEC a quotation along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotations are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit C.

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9.7.3.3.3 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 nonrecurring 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 nonrecurring 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.

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 if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in Section 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 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 the Access to OSS Section of this Agreement.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 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 Technical Publication 77383, 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 CLEC's disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

Exhibit A provides recurring and nonrecurring rates for Dark Fiber and also provides Miscellaneous Charges.

9.7.5.1 Dark Fiber includes the following rate elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two (2) CenturyLink Wire Centers. A complex IRI is used to determine if a UDF MTE Subloop is available. 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. CenturyLink will prepare a quotation 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 quotation will be good for thirty (30) Days. The FVQP is not necessary when the request is between CenturyLink Wire Centers (i.e., simple IRI). 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 assessed in the context of the reservation.

c) Engineering Verification. This rate element is an additional records check for Unbundled Dark Fiber MTE Subloop.

9.7.5.2 The following rate elements are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - Single Strand - 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. Two (2) UDF-IOF terminations apply per cross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.

b) UDF-IOF Fiber Transport, (Per Strand) Rate Element. This recurring rate element applies per strand. This rate element provides a transmission path between CenturyLink Wire Centers. This 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 nonrecurring 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 strand. Cross connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

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9.7.5.2.3 Intentionally Left Blank.

9.7.5.2.4 Unbundled Dark Fiber - Order Charge, First Strand/Route, Per Order.

9.7.5.2.4.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the strand. The element applies for the first strand that is requested to terminate at a single location.

9.7.5.2.5 Unbundled Dark Fiber - Order Charge, Each Additional Strand/Route, Per Order.

9.7.5.2.5.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber strand. The element applies to each additional strand ordered to the same location, on the same request.

9.7.5.2.6 Unbundled Dark Fiber per Pair - IOF Rate Elements

9.7.5.2.6.1 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. Two UDF-IOF terminations apply per pair at each end of the facility. Termination charges apply for each intermediate Central Office terminating at an FDP or like cross connect point.

9.7.5.2.6.2 UDF-IOF Fiber Transport, (Pair) Rate Element. This rate element is a recurring component and applies per pair. This rate element provides a transmission path between CenturyLink Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

9.7.5.2.7 UDF-IOF Fiber Cross Connect Rate Element.

9.7.5.2.7.1 This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point. A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross connect charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

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9.7.5.2.8 Unbundled Dark Fiber - Order Charge, First Pair/Route, Per Order.

9.7.5.2.8.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the pair. The element applies for the first pair that is requested to terminate at a single location.

9.7.5.2.9 Unbundled Dark Fiber- Order Charge, Each Additional Pair/Route, Per Order, Per Location, Per Request.

9.7.5.2.9.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber pair. The element applies to each additional pair ordered to the same location, or subsequent locations for CLEC.

9.7.5.2.10 Unbundled Dark Fiber Splice.

9.7.5.2.10.1 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.

9.7.5.2.11 Unbundled Dark Fiber MTE Subloop.

9.7.5.2.11.1 This rate element includes recurring and nonrecurring charges assessed for the UDF MTE Subloop and it is ICB (Individual Case Basis).

9.7.5.2.12 Miscellaneous Services. The following miscellaneous services, as described in Section 9.1.12, are available with Dark Fiber. Miscellaneous Charges apply for miscellaneous services.

a) Cancellation

b) Dispatch

c) Maintenance of 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 Bona Fide Request Process.

9.19 Construction Charges

CenturyLink will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. 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. 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 Section 9.19. 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.

9.19.1 CenturyLink reserves the right to determine if CenturyLink will undertake requested construction. Some circumstances under which CenturyLink will reject a construction request include, but are not limited to, if it is determined that the requested element will jeopardize the reliability of CenturyLink's existing network, endanger CenturyLink's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. If CenturyLink agrees to construct a network element, the following will apply.

9.19.2 CLEC may request that CenturyLink construct new facilities for use in providing services offered as Unbundled Network Elements (UNEs) using the CLEC-Requested Unbundled Network Elements Construction ("CRUNEC") method. CRUNEC is not required for requests that can be resolved through facility work or assignments. CRUNEC is not available for requests for facilities that are not offered as UNEs. CenturyLink's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL)
- Unbundled Subloop
- Unbundled Dark Fiber (UDF)
- Unbundled Dedicated Interoffice Transport (UDIT)
- Unbundled Local Loop

9.19.2.1 To make a request for construction of facilities, CLEC must submit a CRUNEC request by contacting the CenturyLink service manager.

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9.19.3 Rates for CRUNEC

9.19.3.1 A Records Quote Preparation Fee (RQPF) applies, and is a nonrecurring charge assessed prior to preparation of a Records Quotation, which is a high level overview and estimate of the cost of construction. This construction estimate is based on records only and is not binding on CenturyLink. Credit in the amount of the RQPF will be applied to the Construction Quote Preparation Fee that is described below.

9.19.3.2 The Construction Quote Preparation Fee (CQPF) is a nonrecurring charge assessed prior to preparation of the CRUNEC quotation. The CRUNEC quotation provides the amount CLEC will pay should it agree to pursue construction. Credit in the amount of the CQPF will be applied to the cost of construction if CLEC accepts the quoted CRUNEC price and agrees to pursue construction.

9.19.3.2.1 CLEC may choose to first receive a Records Quotation, or may choose to forego the Records Quotation and pay the CQPF for the CRUNEC quotation, at any time after receiving notification that facilities are not available to complete a service request.

9.19.3.3 CenturyLink will retain the CQPF if CLEC chooses not to proceed with the construction. At any point after remitting payment for construction, if CLEC decides to begin but then to discontinue construction, CenturyLink will refund the Construction payment, excluding expenditures already incurred by CenturyLink for work completed (including work Engineered, Furnished and/or Installed (EF&I)). CenturyLink will provide a brief description of work completed.

9.19.3.3.1 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

9.19.3.4 The amount of the CRUNEC quotation is determined using the same financial analysis criteria, and costs to recover for EF&I, that CenturyLink uses to assess whether to build the equivalent facilities for itself.

9.19.3.5 Rates are included in Exhibit A to this Agreement.

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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 or another data service provider chosen by the Customer of record. A Splitter must be inserted into the Loop to accommodate establishment of the advanced data

service. The 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. "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 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. The POTS 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 on the Unbundled 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 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 length of the tie pairs as it uses for other split services 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.

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 2 ITPs, one for voice and one for voice/data.

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 Nonrecurring Rates for the Line Splitting

9.21.3.2.1 Basic Installation Charge for Line Splitting – A nonrecurring charge for each Line Splitting arrangement installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with Line Splitting – A nonrecurring 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 on the voice service.

9.21.3.3 Nonrecurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A nonrecurring 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 nonrecurring 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 Qualification and Raw Loop Data Tools described in the Support Functions 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 appropriate frame terminations that are dedicated to Splitters. CenturyLink will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

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 LSR's associated with establishing Line Splitting.

9.21.5 Billing

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9.21.5.2 CenturyLink shall bill the Customer of record for all recurring and nonrecurring 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.

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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.

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 initiated repair requests and to prevent adverse impacts to the End User.

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 that is 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.

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9.23 Unbundled Network Element Combinations

9.23.1 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 Loop (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 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 Combinations 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, 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. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC.

9.23.1.2.2 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 request CenturyLink to perform the necessary functions to provision such Commingling. CLEC will be required to provide the Connecting Facility Assignment (CFA) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting CenturyLink to perform the Commingling of such services. CenturyLink shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of CenturyLink's network with access services. All requests for combinations and Commingling will be subject to the terms and conditions in Section 9.1. 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. Notwithstanding the foregoing, CLEC can connect its UNE Combination to CenturyLink's Directory Assistance and operator services platforms.

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.

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 with CenturyLink UNEs, provided that facilities are available 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 Description

UNE Combinations are available in, but not limited to, the following standard products: EEL, subject to the limitations set forth below. 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 of the UNEs included in the combination request, and their associated Billing rate elements 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 New Customer Questionnaire and execute an amendment before ordering such products.

9.23.3 Terms and Conditions

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.

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9.23.3.3 Intentionally Left Blank.

9.23.3.4 Intentionally Left Blank.

9.23.3.5 Intentionally Left Blank.

9.23.3.6 Intentionally Left Blank.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing. EEL transport and Loop facilities may utilize DS0 through DS3 bandwidths. The terms and conditions of Section 9.6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 9.2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from private line/special access or as new installation subject to the terms of Section 9.1.1.

9.23.3.7.1 Service Eligibility Criteria in Section 9.1.1.10 apply to combinations of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity loops attached to special access transport). CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 Unbundled Dedicated Interoffice Transport (UDIT) to create high capacity EELs unless CLEC certifies to CenturyLink that the EELs meet the Service Eligibility Criteria in Section 9.1.1.10.

9.23.3.7.2 Intentionally Left Blank.

9.23.3.7.2.1 Intentionally Left Blank.

9.23.3.7.2.2 Intentionally Left Blank.

9.23.3.7.2.3 Intentionally Left Blank.

9.23.3.7.2.4 Intentionally Left Blank.

9.23.3.7.2.5 Intentionally Left Blank.

9.23.3.7.2.6 Intentionally Left Blank.

9.23.3.7.2.7 Intentionally Left Blank.

9.23.3.7.2.8 Intentionally Left Blank.

9.23.3.7.2.9 Intentionally Left Blank.

9.23.3.7.2.10 Intentionally Left Blank.

9.23.3.7.2.11 CLEC may request the conversion of an existing private line/special access service to an EEL. Retail and/or resale private line circuits (including multiplexing) may be converted to EEL if the conversion is Technically Feasible and they meet the terms of Section

9.1.1. CenturyLink will provide CLEC with conversions to EELs according to the standard intervals set forth in Exhibit C. Work performed by CenturyLink to provide Commingled EELs at CLEC's request or to provide services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled EEL service arrangement. Provisioning intervals applicable to services included in a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to CenturyLink, and CenturyLink completes work required to provide for the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

9.23.3.7.2.11.1 Intentionally Left Blank.

9.23.3.7.2.12 EEL is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to CLEC's Collocation. EEL can also be ordered as a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 Intentionally Left Blank.

9.23.3.7.2.12.3 One (1) end of the interoffice facility of a high capacity EEL must originate at CLEC's Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). High capacity point-to-point EELs must originate from CLEC's Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (multiplexed EEL).

9.23.3.7.2.12.5 Intentionally Left Blank.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and in the Service Interval Guide (SIG) on the following web site address: http://www.centurylink.com/carrier/guides/sig/index.html.

9.23.3.7.2.12.7 Intentionally Left Blank.

9.23.3.7.2.12.8 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 9.19 to decide whether or not to construct new facilities to provision a new EEL.

9.23.3.7.2.12.9 Rearrangements may be requested for work to be performed by CenturyLink on an existing EEL or on some private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

9.23.3.8 Ordering

9.23.3.8.1 Intentionally Left Blank.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 CenturyLink will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.23.3.8.4 Intentionally Left Blank.

9.23.3.8.5 One (1) LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL and EEL Loops must be ordered on separate LSRs.

9.23.3.8.6 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of CenturyLink's standard installation hours. This permits CLEC to obtain a coordinated installation for EEL where CLEC requests work to be performed 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, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.23.3.8.6.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall 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 volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.23.3.8.6.2 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.

9.23.3.9 Rate Elements

Exhibit A provides recurring and nonrecurring rates for EEL and also provides Miscellaneous Charges.

9.23.3.9.1 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. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between CenturyLink Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. Recurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop. Channel Cards are available for Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

9.23.3.9.5 Intentionally Left Blank.

9.23.3.9.6 Rearrangements. Nonrecurring charges apply for work performed by CenturyLink on an existing EEL or on private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

9.23.3.9.7 Nonrecurring charges apply for conversions of private line/Special Access to EEL.

9.23.3.9.8 Miscellaneous Charges. The following miscellaneous services, as described in Section 9.1.12, are available with EEL. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges for the installation

b) Additional labor – other Miscellaneous Charges apply for Optional Testing

c) Cancellation

d) Design change

e) Dispatch

f) Expedite

g) Maintenance of Service.

9.23.3.10 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.

9.23.3.11 Intentionally Left Blank.

9.23.3.12 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. Nothing herein shall be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

9.23.3.13 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.

9.23.3.14 Intentionally Left Blank.

9.23.3.15 Intentionally Left Blank.

9.23.3.16 In the event CenturyLink terminates the Provisioning of any UNE Combination service 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 shall only be required to notify CLEC of CenturyLink's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 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 shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting CenturyLink will be instructed to contact CLEC, and CenturyLink's End User Customers contacting CLEC 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.

9.23.4 Rates and Charges

9.23.4.1 The rates and recurring and nonrecurring charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A, and Exhibit A also provides Miscellaneous Charges.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to CenturyLink of Provisioning the UNE Combination and providing access to the UNE Combination.

9.23.4.1.3 Miscellaneous Charges will apply based upon CenturyLink providing miscellaneous services, if made available, with UNE combination.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, CenturyLink will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by CenturyLink, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 Intentionally Left Blank.

9.23.4.5 Intentionally Left Blank.

9.23.4.6 CenturyLink shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 UNE Combinations and associated products and services are ordered via an LSR or ASR, as appropriate. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 Intentionally Left Blank.

9.23.5.1.2 Intentionally Left Blank.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two (2) to three (3) weeks from CenturyLink's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the CenturyLink Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR, as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes is located in the CenturyLink Product Catalog (PCAT).

9.23.5.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as

set forth in this Agreement.

9.23.5.3 Standard service intervals for each EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and CenturyLink will use the standard Provisioning interval for the equivalent retail service. CLEC and CenturyLink can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due Date intervals are established when CenturyLink receives a complete and accurate Local Service Request (LSR) or Access Service Request (ASR) made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, 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, 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.

9.23.5.5 Intentionally Left Blank.

9.23.5.6 Intentionally Left Blank.

9.23.5.7 For EELs, 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.

9.23.6 Intentionally Left Blank

9.23.7 Maintenance and Repair

9.23.7.1 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.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service 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 (the voice service provider) or another data service provider chosen by the Customer of Record. The 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.

9.24.1.1 With regard to CenturyLink's 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 process is developed for Loop Splitting over a new Loop, CenturyLink will amend its Agreement to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

9.24.2 Terms and Conditions

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 Customer 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 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.

9.24.2.1.3 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.

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 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 points of termination are kept to a minimum. For Loop Splitting, CenturyLink shall use the same length of tie pairs as it uses for other split services provided under this Agreement, except for the additional CLEC-to-CLEC connection, which is required for Loop Splitting.

9.24.3 Rate Elements

Recurring and nonrecurring charges for the following Loop Splitting rate elements are contained in Exhibit A, and Exhibit A also provides Miscellaneous Charges.

9.24.3.1 Recurring Rates

9.24.3.1.1 Interconnection Tie Pairs (ITP) - A monthly recurring charge to recover the costs associated with the use of ITPs.

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.

9.24.3.2 Nonrecurring Rates

9.24.3.2.1 Basic Installation Charge – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Miscellaneous Charges. All miscellaneous services as described in Section 9.1.12 are available with Subloop. Miscellaneous Charges apply for miscellaneous services.

9.24.3.4 Rates for Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 All of these 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 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 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 Unbundled Loop.

9.24.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to 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, 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 the voice service is disconnected on a Loop Splitting arrangement, the Loop Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

9.24.5 Intentionally Left Blank

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 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 point of demarcation in CenturyLink Wire Centers. CenturyLink, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.24.6.3 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.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the voice service provider. CenturyLink will bill the Customer of Record 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 receives 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 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.

9.25 Loop-Mux Combination (LMC)

9.25.1 Description

9.25.1.1 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) Commingled with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) 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.

9.25.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

9.25.1.3 CenturyLink offers the LMC Loop as a billing conversion or as new provisioning.

9.25.2 Terms and Conditions

9.25.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

9.25.2.2 LMC Loops will be provisioned where existing facilities are available.

9.25.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

9.25.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.

9.25.2.5 The multiplexer and the Collocation must be located in the same CenturyLink Wire Center.

9.25.2.6 Rearrangements may be requested for work to be performed by CenturyLink on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

9.25.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for LMC and also provides Miscellaneous Charges.

9.25.3.1 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.

9.25.3.2 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.

9.25.3.3 Nonrecurring charges apply for billing conversions to LMC Loop.

9.25.3.4 Nonrecurring charge apply for rearrangements of an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

9.25.3.5 Nonrecurring charges apply for conversion of private line/special access to LMC.

9.25.3.6 Miscellaneous Charges. The following miscellaneous services, as described in Section 9.1.12, are available with LMC. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges for the installation

b) Additional labor – other Miscellaneous Charges apply for Optional Testing

c) Cancellation

d) Design change

e) Dispatch

f) Expedite

g) Maintenance of Service

9.25.4 Ordering Process

9.25.4.1 Ordering processes for LMC Loop(s) are contained in this Agreement and in CenturyLink's Product Catalog (PCAT). The following is a high-level description of the ordering process:

9.25.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

9.25.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

9.25.4.1.3 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.

9.25.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

9.25.4.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

9.25.4.3 Standard service intervals for LMC Loops are in the Service Interval Guide (SIG) available at www.centurylink.com/wholesale.

9.25.4.4 Due date intervals are established when CenturyLink receives a complete and accurate LSR made through the IMA or EDI interfaces or through facsimile. For LMC Loops, 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 Loops, 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.

9.25.4.5 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 Loops 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.

9.25.4.5.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall 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 volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.25.4.5.2 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.

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9.25.6 Maintenance and Repair

9.25.6.1 CenturyLink will maintain facilities and equipment for LMC Loops provided under this Agreement. CenturyLink will maintain the multiplexed facility

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pursuant to the Tariff. 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.

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Section 10.0 – ANCILLARY SERVICES

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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. CenturyLink will allow CLEC to port telephone numbers for its End User Customers in the same manner as CenturyLink ports telephone numbers for CenturyLink End User Customers. CLEC may port telephone numbers into and out of CenturyLink End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 CenturyLink uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office 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 End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone 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 End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

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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 transfer of the CenturyLink Unbundled Loop coincident with the transfer of the End User 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 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.

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 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone 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 Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch 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 End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to End User Customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit End User Customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from CenturyLink, CenturyLink shall ensure that the LIDB entry for that telephone 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 End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to CLEC's End Office 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 telephone 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 Switch 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 End Office 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 Service 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 End User Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. CenturyLink will port telephone numbers previously reserved by the End User Customer via the appropriate retail Tariffs until these reservations expire. CenturyLink will reserve telephone numbers in accordance with the FCC's rules.

10.2.2.14 Limits on Subscriber Relocation. CenturyLink and CLEC agree that an End User 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 End User 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

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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.

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 21.

10.2.4 Database and Query Services

10.2.4.1 The LNP database provides the call routing information used by CenturyLink's End Office Switches and Tandem Switches to route CLEC's End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customers using a ported telephone number. 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 #5, including End Office and Tandem Switch 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).

10.2.4.2 For local calls to a NXX in which at least one (1) telephone 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 (1) telephone number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first telephone 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 End User Customers as compared to the service CenturyLink provides its own 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 requested 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 telephone numbers from one Carrier to another so as to limit service outage for the ported End User Customer. CenturyLink 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 industry ordering standards, NANC LNP Process Flows, LNPA-WG Best Practices as developed by the industry, and appropriate

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Commission and FCC Porting Orders. The Parties will do so on a reciprocal basis so that end users of both parties are allowed to port their numbers in accordance with FCC mandate and Commission rules without undue delay or hardship. LNP service is ordered via a Local Service Request and associated LNP forms. CLEC may order LNP 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 both Parties for LNP are located in the CenturyLink Service Interval Guide (SIG). Additional information can be found in the Product Catalog for LNP. These intervals include the cutoff times for order receipt and the time for Firm Order Confirmation (FOC).

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 telephone 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 AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the End User Customer's telephone number will not be removed, nor will CenturyLink disconnect the End User 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 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. of the next business day following the new Due Date or, in the case of a 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 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7

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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 downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office 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, standard intervals 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 additional charges for the 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., End User Customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for 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 managed cuts shall be based upon actual hours worked in one-half (½) hour increments. 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 managed cuts, unless disputed as permitted under Section 5.4 of this Agreement, CenturyLink shall not 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 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 End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer,

CLEC may request the restoral of CenturyLink service for the ported End User 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 CLEC's 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 Current Service Provider.

10.2.6.2 Each Party will provide its respective End User Customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone 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.

10.2.6.4 CenturyLink will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from CenturyLink End User Customers to CLEC End User Customers with ported telephone 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 Local Number Portability.

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 Current 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 End Office 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 will separately negotiate with each county regarding the collection and reimbursement to the county of applicable 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 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 9-1-1 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 Sections 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 for Resale Based CLECs

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 to be updated to the ALI/DMS database. CenturyLink shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

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 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 facilities-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 CLEC's 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 facilities-based CLEC using its own switch(es), 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 CLEC's resale local exchange lines, CenturyLink shall provide 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 Switch. 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, receiving CLEC shall be responsible to update the ALI/DMS database. When CLEC's telephone number is ported in, CenturyLink shall be responsible to update the ALI/DMS database.

10.4 White Pages Directory Listings Service

10.4.1 Description

White Pages Directory Listings Service consists of CenturyLink placing the names, addresses and telephone numbers of CLEC's End User Customers in CenturyLink's Listings 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

10.4.2.0 White Pages Directory Listings Service is provided to reseller CLEC with CLEC's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings 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

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shall be controlling. White Pages Directory Listings Service is available to facilities-based CLEC as described in this Section.

10.4.2.1 Reseller CLEC and facilities-based CLEC using CenturyLink's switching services to provide local Exchange Service will provide, and facilities-based CLEC using its own or a third party's Switch(es) may provide, to CenturyLink, in standard format, by mechanized or by manual transmission to CenturyLink, its primary, premium and privacy Listings.

10.4.2.1.1 CenturyLink will accept one (1) primary Listing for each main telephone number belonging to CLEC's resale and facilities-based End User Customers at no monthly recurring charge.

10.4.2.1.2 CLEC will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at CenturyLink's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. CLEC will be charged for its facilities-based premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at market-based prices contained in Exhibit A. Primary Listings and other types of Listings are defined in the CenturyLink General Exchange Tariffs.

10.4.2.2 Intentionally Left Blank.

10.4.2.3 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document." CenturyLink will furnish CLEC Listings format specifications. Directory publishing schedules and deadlines for CenturyLink's official directory publisher will be provided 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 as described in Section 10.5, and in its Directory Assistance List Service as described in Section 10.6, and for other lawful purposes, except that CLEC's Listings supplied to CenturyLink by CLEC and marked as nonpublished or nonlisted 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 To the extent that state Tariff(s) limit CenturyLink's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

10.4.2.7 CenturyLink is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 CenturyLink provides non-discriminatory appearance and integration of white pages directory Listings for all CLEC's and CenturyLink's End User Customers. All requests for white pages directory listings, whether for 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 CLEC's nonpublished and nonlisted Listings provided that CLEC has supplied CenturyLink the necessary privacy indicators on such Listings.

10.4.2.10 CLEC's white pages directory 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's and CenturyLink's subscribers. CLEC's Listings will be provided with the same accuracy and reliability as CenturyLink's End User Customer Listings. CenturyLink will ensure CLEC's 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 For CLEC's End User Customers whose Listings CLEC provides to CenturyLink for submission to its official directory publisher, CenturyLink shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such 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 nonpublished and nonlisted restrictions.

10.4.2.14 Intentionally Left Blank.

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 information. CenturyLink understands that certain states, including, but not necessarily

limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and CLEC represents and warrants that listings CLEC submits to CenturyLink reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

10.4.2.16 CLEC agrees to provide to CenturyLink its End User Customer names, addresses and telephone numbers in a standard mechanized or manual 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 have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 For Listings that CLEC submits to CenturyLink, CenturyLink will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on CenturyLink's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted 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 its Listings to be included in the white pages directory and in CenturyLink's Directory Assistance Service.

10.4.2.21 CLEC may review and if necessary edit its 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 Sections 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, CenturyLink will provide subscriber list information gathered in CenturyLink's capacity as a provider of local Exchange Service on a timely 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 nonpublished and nonlisted restrictions.

10.4.2.24 CenturyLink represents and warrants that any arrangement for the publication of white pages Directory Listings with 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 or contractor 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 Current 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 wh ite 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 End User 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 locate service; and (6) contact the special needs center for End User Customers with disabilities.

10.4.2.27 If CLEC submits its End User Customer Listings to CenturyLink through a service bureau or other type of third party (agent), CLEC and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to CenturyLink, that shall include, but not be limited to, the following terms:

10.4.2.27.1 That the agent is authorized by CLEC to submit Listings to CenturyLink on its behalf and to work with CenturyLink in resolving any issues surrounding its Listing submissions; and

10.4.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting CLEC's End User Customers' Listings to CenturyLink.

10.4.2.27.3 CLEC's use of an agent in submitting its End User Customers' Listings to CenturyLink shall not alter CLEC's obligations under this Agreement and CLEC shall remain primarily liable for covenants and responsibilities under this Agreement.

10.4.3 Rate Elements

The following rate elements apply to white pages directory Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium and Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 CenturyLink provides training on white pages directory 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/pcat/) 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-EDI, IMA-GUI, or by facsimile.

10.5 Directory Assistance Service

10.5.1 Description

10.5.1.1 Directory Assistance Service is a voice service that CenturyLink provides to its own End User Customers, reseller and/or facilities-based CLEC, and to other Telecommunications Carriers. Directory Assistance Service provided to CLEC includes non-discriminatory access to CenturyLink's Directory Assistance centers, services, and Directory Assistance Databases. Directory Assistance Service provides voice callers published and nonlisted listing information, which is comprised of name and telephone number, and address if available, as contained in CenturyLink's then-current Directory Assistance Database and in the national Directory Assistance Database that is accessed by CenturyLink. Directory Assistance Service is available with CLEC-specific branding, generic branding and with Directory Assistance Call Completion service options, where available. If facilities-based CLEC chooses to access CenturyLink's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable.

10.5.1.1.1 Directory Assistance Service.

10.5.1.1.1.1 Local Directory Assistance Service. Provides CLEC's End User Customers published and non-listed Listing information within the caller's LATA that are included in CenturyLink's then-current Directory Assistance Database.

10.5.1.1.1.2 National Directory Assistance Service. Provides CLEC's End User Customers published and non-listed Listing information

from the database of the national Directory Assistance Services vendor selected and accessed by CenturyLink.

10.5.1.1.1.3 Call Branding Service. Provides CLEC Local and national Directory Assistance Service that is branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific Call Branding and generic branding are optional services available to CLEC.

a) Front End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User Customer at the start of the call.

b) Back End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User Customer at the completion of the call.

c) Intentionally Left Blank.

d) CenturyLink will record CLEC's specific brand message.

10.5.1.1.1.4 Call completion service allows CLEC's End User Customers' local/intraLATA calls to be completed, where available.

10.5.1.1.2 Intentionally Left Blank.

10.5.1.1.3 Intentionally Left Blank.

10.5.2 Terms and Conditions

10.5.2.0 Directory Assistance Service accessed over CLEC's resold local exchange lines includes terms and conditions (except prices) for Directory Assistance Service 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. Directory Assistance Service is available to facilities-based CLEC as described in this Section unless otherwise noted. If facilities-based CLEC chooses to access CenturyLink's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Directory Assistance Service is available to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.2.1 Intentionally Left Blank.

10.5.2.2 CenturyLink's Directory Assistance Database is the database owned and maintained by CenturyLink which contains only those published and non-listed

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telephone number Listings obtained by CenturyLink from its own End User Customers, other Telecommunications Carriers and Providers.

10.5.2.3 CenturyLink will provide access to Directory Assistance Service for facilities-based CLEC using its own or a third party's Switch(es) 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 (1) 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 Service 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 CLEC-specific Call Branding for Directory Assistance requires recording CLEC's name.

10.5.2.6 Intentionally Left Blank.

10.5.2.7 Intentionally Left Blank.

10.5.2.8 Reseller CLEC's End User Customers will use the same dialing pattern to access Directory Assistance Service as used by CenturyLink's End User Customers (i.e., 411, 555-1212, or NPA+555-1212).

10.5.2.9 Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its End User Customers dial a unique number or use the same dialing pattern as CenturyLink End User Customers use to access CenturyLink Directory Assistance Service.

10.5.2.10 CenturyLink will timely enter into its directory assistance database updates of CLEC's Listings that CLEC provides to CenturyLink as described in Section 10.4. 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. CenturyLink will implement quality assurance procedures such as random testing for listing accuracy. CenturyLink will identify itself to End User Customers calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, where CLEC supplies its Listings to CenturyLink, CLEC may request a comprehensive audit of CenturyLink's use of CLEC's Listings for Directory Assistance Service. 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

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Listings for Directory Assistance Service 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 Listings in CenturyLink's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Listings for Directory Assistance Service 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 Listings supplied to CenturyLink by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for other lawful purposes, except that CLEC's Listings supplied to CenturyLink by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Service. Directory Assistance Service is provided to CLEC for resale with resold local exchange lines at the CenturyLink retail price less the wholesale discount contained in Exhibit A, if any. Directory Assistance Service is provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.3.1 A per-call rate applies for Local Directory Assistance and for national Directory Assistance Services.

10.5.3.2 Intentionally Left Blank

10.5.3.3 A per-call rate is applicable for call completion service.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "CenturyLink Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." 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 service.

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 Call completion service will be charged at the per call rate when the End User Customer completes the required action (i.e., "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 (DAL) information consists of name, address and telephone number information for all End User Customers of CenturyLink and other LECs and Provider Subscribers 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 and/or Provider Subscribers who have non-published Listings, CenturyLink shall provide the End User Customer's and/or Provider Subscriber's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the Listing; however, CenturyLink will not provide the non-published telephone number in DAL information. DAL information includes privacy and use restriction indicators as requested by CenturyLink's retail End User Customers and by Carriers and Providers. Except for DAL information of Provider Subscribers, DAL information is provided pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. DAL information shall be provided to CLEC at market-based prices contained in Exhibit A.

10.6.1.2 CenturyLink will provide DAL information via initial loads and daily updates by means of Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. CenturyLink will provide all changes, additions or deletions to the DAL information overnight on a daily basis after database updates have been processed. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DAL information shall specify whether the CenturyLink End User Customer is a residential, business, or government subscriber, and the Listings of other Carriers and/or Providers will specify such information where it has been provided on the Carrier's or Provider's Listing order.

10.6.1.4 In the event CLEC requires a reload of DAL 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 If CLEC purchases use of DAL information under this Agreement, CenturyLink grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to DAL information for purposes of providing Directory Assistance Services and for other lawful purposes subject to the terms and conditions of this Agreement. CLEC is solely responsible for its lawful use of DAL information obtained under this Agreement pursuant to Section 251(b)(3) of the Act, including, but not limited to, use of such information only for purposes permitted, or not prohibited by,

the Act, federal and state laws, rules, and regulations, the FCC's orders, rules and regulations, and the Commission's orders, rules, and regulations. As it pertains to the use of DAL information in this Agreement, "Directory Assistance Services" shall mean the provision by CLEC, via telephone, via a live operator or mechanized system, of telephone number and address information for an identified name or the name and/or address for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier or a competing provider of telephone Exchange Service or telephone toll service, or this Agreement is terminated, 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 User Customers provided to CLEC in DAL information are accurate and complete. All third party DAL information is provided AS IS, WITH ALL FAULTS. CenturyLink shall review all of its End User Customer Listings information provided to CLEC, including, but not limited to, End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.1.2 CLEC must not and will not (i) use DAL information for purposes of directory publishing or (ii) sublicense, sell, provide or otherwise transfer DAL information to directory publishers for purposes of directory publishing.

10.6.2.1.3 Listings included in CenturyLink's DAL information and marked to indicate a restriction on use, or to indicate a restriction on inclusion of DAL information in Directory Assistance Services applications, shall be used by CLEC only in a manner that is consistent with each such restriction and that does not violate a restriction, including, but not limited to the following.

10.6.2.1.3.1 Restriction indicators on DAL information include:

- Privacy indicators, including, but not limited to, nonpublished and nonlisted indicators;
- No solicitation indicators;
- Omit from address directories indicators; and
- Omit from telemarketing, direct mail, and e-mail lists indicators.

10.6.2.1.3.2 Nonpublished Listings information provided in DAL information shall not be used for any purpose except for providing Directory Assistance Services. When used in Directory Assistance Services applications, nonpublished Listings shall not be used for any purpose other than in matching a search query. The nonpublished subscriber name and address, while supplied to CLEC in DAL information, shall not be provided to any person other than the operator responding to the End User Customer Directory Assistance Services query.

10.6.2.2 If CLEC purchases use of DAL information under this Agreement, CLEC will obtain and timely enter into its directory assistance database daily updates of the

DAL information, will implement quality assurance procedures such as random testing for directory assistance Listing accuracy, and will identify itself to End User Customers calling its Directory Assistance Services either by company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.6.2.3 Intentionally Left Blank.

10.6.2.4 CenturyLink shall retain all right, title, interest and ownership in and to the DAL information it provides under this Agreement. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of End User Customers and/or Provider Subscribers to a third party calling its Directory Assistance Services for such information, the fact that such End User Customers and/or Provider Subscribers subscribe to CenturyLink's or another Carrier's Telecommunications Services or to a Provider's services is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 Each Party shall take commercially reasonable and prudent measures to prevent unlawful use of DAL 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 DAL information when contained in any database.

10.6.2.5.1 Unauthorized use of DAL information, or any disclosure to a third party of the fact that an End User Customer or Provider Subscriber, whose Listing is furnished in the DAL information, subscribes to CenturyLink's or another Carrier's Telecommunications Services or to a Provider's 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 termination of this Agreement, CLEC shall (a) return and cease using any and all DAL information which it has in its possession or control, (b) extract and expunge any and all copies of such DAL 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 CLEC's officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers and/or Providers if the certification pertains to such Carriers' and/or Providers' DAL information contained in CenturyLink's Directory Assistance 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 Customer and/or Provider Subscriber information contained within the DAL information. CLEC must remove from its database any telephone number for an End User Customer or a Provider Subscriber whose Listing has become non-published when so notified by CenturyLink or such End User Customer or Provider Subscriber.

10.6.2.8 Audits -- In accordance with Section 18, CenturyLink may request a comprehensive audit of CLEC's use of the DAL information. In addition to the terms specified in Section 18, the following also apply:

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10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DAL information provided under this Agreement 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 twelve (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 DAL information that it provides under this Agreement in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Section 10.6.

10.6.2.8.2 All paper and electronic records will be subject to Audit.

10.6.2.9 CLEC recognizes that certain Carriers and/or Providers who have provided DAL information that is included in CenturyLink's Directory Assistance Database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their DAL information.

10.6.2.9.1 CLEC indemnifies CenturyLink for any and all 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, but not limited to, attorneys' fees) raised by these Carriers and/or Providers, whether formal or informal and will handle all communications with these Carriers and/or Providers regarding this matter.

10.6.2.10 CenturyLink will provide a non-discriminatory process and procedure for contacting End User Customers and/or Provider Subscribers 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 Services and purchases CenturyLink's DAL product.

10.6.2.11 All of the provisions of Section 10.6.2 of this Agreement will survive expiration or termination of this Agreement.

10.6.3 Rate Elements

Recurring and nonrecurring rate elements for DAL information are described below and rates are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Directory Assistance 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 Directory Assistance 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 DAL information in the Directory Assistance Database.

10.6.3.4 One-Time Set-Up Fees -- Charges for database loads.

10.6.3.5 Output Charges -- Media charges resulting from the electronic transmission of the DAL information.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DAL information load or update files for CenturyLink's local Exchange Service areas in its 14 state operating territory or, on a state-specific basis, or, where Technically Feasible, CLEC may order the initial DAL 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 DAL 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 (operator services) are a family of offerings that assist CLEC's resale and facilities-based End User Customers in making and receiving EAS/local and IntraLATA toll calls. Operator services provided to CLEC include non-discriminatory access to CenturyLink operator service centers, services, and personnel. If facilities-based CLEC using CenturyLink's, its own, or a third party's Switch(es) chooses to access CenturyLink's operator services, they are provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Operator services shall be provided to CLEC as a facilities-based provider at the market-based rates contained in Exhibit A.

10.7.1.1.1 EAS/Local and IntraLATA Assistance. Assists CLEC End User Customers requesting help or information on making and receiving EAS/local and IntraLATA toll calls, connects CLEC End User Customers to CenturyLink's Directory Assistance Service, 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 Intentionally Left Blank.

10.7.1.1.3 Emergency Assistance. Provides assistance for handling CLEC's 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 CLEC's End User Customers request assistance from the operator bureau to determine if a 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.

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10.7.1.1.5 Busy Line Interrupt (BLI) is performed when CLEC's End User Customers request 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 – Provides time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

10.7.1.1.7 CLEC-Specific Call Branding Service. Provides CLEC's End User Customers the operator services listed in this Section branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific and generic Call Branding are optional services available to CLEC.

10.7.1.1.7.1 Front End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User Customer at the start of the call.

10.7.1.1.7.2 Back End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User Customer at the completion of the call.

10.7.2 Terms and Conditions

10.7.2.0 Operator services accessed over CLEC's resold local exchange lines include terms and conditions (except prices) for operator services 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. Operator services are available to facilities-based CLEC as described in this Section 10.7, unless otherwise noted.

10.7.2.0.1 CenturyLink does not authorize CLEC to offer CenturyLink the incumbent Local Exchange Carrier (ILEC) as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers on CenturyLink's behalf. If CLEC assigns CenturyLink the ILEC, LPIC 5123, to CLEC's existing or new End User Customers, CenturyLink will bill reseller CLEC for IntraLATA Toll services at the CenturyLink retail rate less the wholesale discount contained in Exhibit A, if any, and will bill facilities-based CLEC at the rates contained or referenced in Exhibit A, and CenturyLink will not directly bill CLEC's End User Customers for such IntraLATA Toll services.

10.7.2.0.2 If CLEC assigns CenturyLink the ILEC, PIC 5123, to CLEC's existing or new End User Customers, transport beyond CenturyLink's local interoffice network for IntraLATA Toll services will be provided over CenturyLink's IntraLATA Toll network. Routing tables resident in CenturyLink's Switch(es) will direct CLEC's traffic over CenturyLink's interoffice message trunk network.

10.7.2.0.3 If, during the term of this Agreement, CenturyLink the ILEC offers IntraLATA Toll services directly to CLEC's End User Customers, CenturyLink will establish its own billing relationship with such End User Customers, and CenturyLink will not bill CLEC, and CLEC shall have no obligation to pay CenturyLink, for such IntraLATA Toll services CenturyLink provides to CLEC's End User Customers.

10.7.2.1 For facilities-based CLEC using its own or a third party's Switch(es), 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 facilities-based CLEC using its own or a third party's Switch(es), CLEC must provide an operator service trunk between CLEC's End Office Switch 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 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 Facilities-based CLEC using its own or a third party's Switch(es) 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, including making and receiving EAS/local and IntraLATA Toll calls. 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 notice to CLEC on a timely basis consistent with Commission rules and notice requirements.

10.7.2.9 CenturyLink shall maintain adequate equipment and personnel to reasonably perform the operator services. Facilities-based CLEC using its own or a third

party's Switch(es) 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 Intentionally Left Blank.

10.7.2.11 CLEC-specific Call Branding for operator services includes recording and setting up CLEC's brand message and loading the brand message into CenturyLink's Switch(es). CenturyLink will record CLEC's brand message.

10.7.2.12 Intentionally Left Blank.

10.7.2.13 Reseller CLEC's End User Customers dial the same number CenturyLink's own End User Customers dial to access operator services, including "0" or "0+." Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its End User Customers access CenturyLink operators by dialing a unique number or by using the same dialing pattern as used by CenturyLink End User Customers.

10.7.3 Rate Elements

The following rate elements apply to operator services. Operator services are provided to CLEC for resale with resold local exchange lines at the CenturyLink retail price less the wholesale discount contained in Exhibit A, if any. Operator services are provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.7.3.1 Operator services are priced on a per call basis, as follows.

10.7.3.1.1 Operator Services Calls – Charges apply for each completed call handled by operator services, including EAS/local calls and IntraLATA toll calls made, or received and accepted, by CLEC's End User Customer.

10.7.3.1.2 Intentionally Left Blank.

10.7.3.1.3 Intentionally Left Blank.

10.7.3.1.4 Intentionally Left Blank.

10.7.3.1.5 Intentionally Left Blank.

10.7.3.1.6 Busy Line Verify – Charges apply for each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – Charges apply 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 – Charges apply for operator assistance whether a call is completed or not, that does not otherwise generate an operator surcharge as described in this Section. 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 CLEC's End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quotation service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that CLEC's End User Customer makes contact with the location, telephone number, person or extension designated by the End User Customer.

10.7.3.2 Intentionally Left Blank.

10.7.3.3 CLEC-Specific Call Branding Nonrecurring Charges. CenturyLink will charge CLEC a nonrecurring set-up and recording fee for establishing CLEC-specific Call Branding, and for loading CLEC's brand message in CenturyLink's Switch(es). CLEC must pay such nonrecurring charges prior to commencement of CLEC-specific branding. The nonrecurring charges apply each time CLEC's brand message is changed. The nonrecurring charge to load the Switches with 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 Competitive Local Exchange Carriers." 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 made and received by CLEC's End User Customers and facilities.

10.7.5.2 CenturyLink will compute CLEC's invoice based on calls made and received by CLEC's End User Customers.

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 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.

10.7.5.4 CenturyLink shall provide to CLEC usage information within CenturyLink's control with respect to calls originated by or terminated to CLEC's End User Customers in the form of the actual information that is comparable to the information CenturyLink uses to bill its own End User Customers. Without limiting the generality of the foregoing, CenturyLink shall provide CLEC with Daily Usage Feed (DUF) billing information.

10.7.5.5 CenturyLink will provide DUF records for all usage billable to CLEC's lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI), and CenturyLink-ILEC-provided intraLATA toll. These records will be provided as Category 01 or Category 10 EMI records.

10.7.5.6 If CLEC assigns CenturyLink the ILEC to provide IntraLATA Toll services for its End User Customers, CenturyLink shall bill CLEC and CLEC shall pay

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CenturyLink for such services in accordance with Exhibit A.

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.

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. Within a multiple tenant environment (MTE), duct may traverse building Entrance Facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

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 multiple tenant environment. Within a multiple tenant environment, 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 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 multiple tenant environments.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, 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 such real property; such property owner may permit CenturyLink to install and maintain facilities under,

on, above, across, along or through private property or enter multiple tenant environments. Within a multiple tenant environment, 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 Law as defined in this Agreement.

10.8.1.6 Poles, Ducts and Rights of Way (PDR) Transfer of Responsibility refers to the transfer of the occupancy of space for either aerial or underground facilities to assuming CLEC from vacating CLEC.

10.8.1.6.1 A PDR Transfer of Responsibility request received by CenturyLink is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring transfer charge.

10.8.2 Terms and Conditions

CenturyLink shall provide CLEC non-discriminatory access to poles, ducts, conduit and Rights of Way (ROW) on terms and conditions found in the Revised CenturyLink Rights 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 (ROW). 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 Intervals associated with access to Pole Attachments 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). Such intervals include:

10.8.2.4.1 Stage 1: Survey (otherwise known as Inquiry Review and Field Verification – See Section 10.8.4.1 and 10.8.4.2 below) – Within 45 days of CenturyLink's receipt of a complete Pole Attachment application from CLEC, CenturyLink will conduct an engineering study to determine whether and where attachment is feasible, and what make-ready is required, and provide an appropriate response to CLEC. (This period will be extended by 15 days for Large Orders, as defined in Section 10.8.2.4.6.)

10.8.2.4.1.1. CenturyLink will timely notify CLEC of any errors in its application that prevent CenturyLink from accepting the application as complete.

10.8.2.4.1.2 If CenturyLink denies the application, it will explain in writing its basis for the denial.

10.8.2.4.1.3 If CenturyLink does not complete its Survey work within the 45-day period (or 60-day period for Large Orders), CLEC may use a CenturyLink-approved contractor (identified in the list CenturyLink makes available pursuant to Section 10.8.2.4.8) to complete the necessary Survey work. In such event, CLEC will provide an opportunity for a CenturyLink representative to accompany and consult with CLEC and its contractor prior to commencement of any work by the contractor.

10.8.2.4.2 Stage 2: Estimate. If CenturyLink does not deny CLEC's application, CenturyLink will provide an estimate of the make-ready charges (if any) within 14 days of providing its Stage-1 response or within 14 days after CLEC delivers its own survey pursuant to Section 10.8.2.4.1.3. While the completion of an initial pole agreement or "master agreement" is not a prerequisite to starting the clock on a completed application, CenturyLink may stop the clock during the estimate stage of the timeline if the parties need additional time to conclude a master agreement. [Cost Estimates for access to Poles expire after 90 Days and requesting CLEC must submit a new request.]

10.8.2.4.3 Stage 3: Attacher Acceptance. The attaching CLEC has up to 90 days to approve the estimate and provide payment, after which time CenturyLink's estimate will be deemed to be withdrawn.

10.8.2.4.4 Stage 4: Make Ready. Upon receipt of payment, CenturyLink will notify any attachers with facilities already on the pole that make-ready for a new attacher needs to be performed within 60 days (or 105 days for Large Orders). The notice will include: (1) where and what make-ready will be performed; (2) a date for completion of make-ready no later than 60 days after notification (or 105 days after notification for Large Orders); (3) a statement that any entity with an existing attachment may add to or modify the attachment before the date set for completion of make-ready; (4) a statement that CenturyLink may assert its right to 15 additional days to complete make-ready and that, CLEC may complete the specified make-ready itself if make-ready is not completed by the date

set by CenturyLink; and (5) the name, telephone number, and e-mail address of a person to contact for more information about the make-ready procedure. If make-ready is not completed by the date specified in the original notice to entities with existing attachments, CenturyLink, prior to the expiration of the original notice period, may notify CLEC in writing that it intends to assert its right to complete all remaining work within an additional 15 days. If CenturyLink does not timely assert its right to 15 extra days to perform make-ready, or if make-ready remains unfinished at the end of the 15-day extension, CLEC may assume control of make-ready at that point, using a CenturyLink-approved contractor (identified in the list CenturyLink makes available pursuant to Section 10.8.2.4.8) to complete make-ready. In such event, CLEC will provide an opportunity for a CenturyLink representative to accompany and consult with CLEC and its contractor prior to commencement of any make-ready work by the contractor.

10.8.2.4.4.1 Notwithstanding Paragraph 10.8.2.4.1, CLEC is authorized to use attachment contractors solely of their own choosing pursuant to their use of the communications space and associated safety space. 10.8.2.4.5 The timeline specified in Section 10.8.2.4 and subsections does not apply to ducts, conduits or rights-of-way.

10.8.2.4.6 The timeline specified in Section 10.8.2.4 and subsections applies to orders submitted within a 30-day period of up to the lesser of .5 percent of CenturyLink's total poles within a state or 300 poles within a state. For Large Orders – up to the lesser of 5 percent of CenturyLink's total poles in a state or 3,000 poles with a state – 15 days are added to the timeline's survey period and 45 days to the timeline's make-ready period, for a total of 60 days. For orders within a state of greater than 3,000 poles within a 30-day period, the parties will negotiate in good faith regarding the timeframe for completing the job.

10.8.2.4.7 CenturyLink may stop the clock (i.e., toll the timeline specified in Section 10.8.2.4) where conditions render it infeasible to complete the specified work within the prescribed timeframe. The clock stoppage will be no longer than necessary based on the nature of the event that caused the stoppage. Where CenturyLink stops the clock, it will notify CLEC and other affected attachers in writing as soon as practicable. As soon as the reason for the clock stoppage no longer exists, CenturyLink will notify affected parties of the new deadline and the date that the timeline will restart.

10.8.2.4.8 CenturyLink will make available a list of contractors that it authorizes to perform surveys and make-ready work on its poles.

10.8.2.5 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 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.

10.8.2.6 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.

10.8.2.7 CenturyLink retains the right to determine the availability of space on poles/duct/innerduct, conduit and ROW consistent with 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event CenturyLink determines that rearrangement of the existing facilities on poles, duct/innerduct/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.

10.8.2.8 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.

10.8.2.9 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.

10.8.2.10 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.

10.8.2.11 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.

10.8.2.11.1 Upon request, CenturyLink shall permit CLEC to install poles/duct/innerduct. CenturyLink reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that does not conform to the NESC, OSHA or local ordinances.

10.8.2.11.2 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. CenturyLink does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

10.8.2.11.3 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.

10.8.2.12 Notification of modifications initiated by or on behalf of CenturyLink and at CenturyLink's expense shall be provided to CLEC according to Section 10.8.2.4.4 of this agreement.. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at CenturyLink's expense.

10.8.2.13 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.

10.8.2.14 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.

10.8.2.15 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.

10.8.2.16 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.17 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.

10.8.2.18 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. In the case of pole attachments see Paragraph 10.8.2.4.4 above.10.8.2.19 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.

10.8.2.20 CenturyLink may abandon or sell any poles/duct/innerduct/conduit or ROW at any time by giving written notice to CLEC. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/duct/innerduct/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/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/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/duct/innerduct/conduit or ROW at the current market value if no other party purchased the poles/duct/innerduct/conduit or ROW within this sixty (60) Day period.

10.8.2.21 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 compliance with these terms and conditions.

10.8.2.22 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.

10.8.2.23 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 (5) times the annual fee per pole or 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 the 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, (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 sixty (60) 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.

10.8.2.24 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.

10.8.2.25 CenturyLink will provide CLEC non-discriminatory access to poles/ducts/innerducts/conduits and ROW pursuant to 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event of a conflict between this Agreement, on one hand, and 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 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.

10.8.2.26 Nothing in this Agreement shall require CenturyLink to exercise eminent domain on behalf of CLEC.

10.8.2.27 CenturyLink will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLEC from using ROW over which CenturyLink has ownership or control. Upon CLEC request, CenturyLink will certify to a landowner with whom CenturyLink has an ROW agreement, the following:

10.8.2.27.1 that the ROW agreement with CenturyLink does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.27.2 that there will be no penalty under the agreement between the landowner and CenturyLink if the landowner enters into a ROW agreement with CLEC.

10.8.2.28 For purposes of permitting CLEC to determine whether CenturyLink has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between CenturyLink and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants CenturyLink access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, 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 multiple tenant environment or route for each agreement.

10.8.2.28.1 Upon receipt of a completed Attachment 1.A, CenturyLink will

prepare and return an MTE matrix or ROW matrix, as applicable, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW or multiple tenant environment as reflected in CenturyLink's records, and (b) whether or not CenturyLink has a copy of an agreement that provides CenturyLink access to duct/conduit or ROW or multiple tenant environment 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.

10.8.2.28.2 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 MTE information matrix that has not been publicly recorded pursuant to the following options:

10.8.2.28.2.1 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.

10.8.2.28.2.2 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.

10.8.2.28.2.3 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.

10.8.2.28.2.4 In lieu of submission of the Consent to Disclosure form referenced in Section 10.8.2.28.2.3, CLEC may elect to comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.28.2.5 In lieu of the options in the preceding subsections of this Section 10.8.2.28.2, 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.

10.8.2.28.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides CenturyLink access to a multiple tenant environment that CenturyLink provides to CLEC or that CLEC obtains from the multiple tenant environment 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 multiple tenant environment owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.28.4 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; or (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.

10.8.2.28.5 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.

10.8.2.29 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 CenturyLink specifications.

10.8.2.30 In cities where CenturyLink has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an 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.

10.8.2.31 If any microduct is found occupying facilities for which no order is in effect, 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.

10.8.2.31.1 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 required to identify unauthorized CLEC occupancy.

10.8.2.31.2 CenturyLink shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.31.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) days of

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written notification from CenturyLink.

10.8.2.31.2.2 The unauthorized occupancy did not require CenturyLink to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.31.2.3 CLEC reimburses CenturyLink for cost of audit, or portion thereof, which discovered the unauthorized occupancy. CenturyLink shall also waive the unauthorized occupancy fee if the unauthorized occupancy arose due to error by CenturyLink rather than 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/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.

10.8.2.32 To be eligible for PDR Transfer of Responsibility of the occupancy of space for poles or conduit, vacating CLEC must have a valid Agreement in place for those facilities specified for transfer.

10.8.2.32.1 The assuming CLEC is required to have an Agreement with CenturyLink that includes all elements involved in the transfer.

10.8.2.32.2 The Agreement referenced in the PDR Transfer of Responsibility request will be transferred either in its entirety or portion thereof as specified in the PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement.

10.8.2.32.3 The PDR Transfer of Responsibility includes changing the following CenturyLink items: Customer name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), customer address, telephone number, billing and contact information, and contact telephone number. The eight (8) character CLEC CLLI™ code will remain the same.

10.8.2.32.4 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.2.6l. The negotiation of the terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. CenturyLink does not participate in these discussions. CenturyLink manages the database and records the transfer.

10.8.2.32.5 CenturyLink is not responsible for the physical condition of CLEC's facilities.

10.8.2.32.6 Prior to submission of a PDR Transfer of Responsibility request, all work in progress must be negotiated between vacating and assuming CLEC.

10.8.2.32.7 Prior to submitting a Transfer of Responsibility request, assuming CLEC's financial obligations to CenturyLink must be in good standing.

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If vacating CLEC is unable to meet its financial obligations, assuming CLEC will be required to assume the financial obligations of vacating CLEC.

10.8.2.32.8 Vacating and assuming CLEC must provide CenturyLink a signed CenturyLink PDR Transfer Authorization Agreement providing the following information: All CenturyLink Central Office Service Areas that may apply, PDR Billing Authorization Numbers (BAN), requested completion date (not binding), and state-specific charge for the transfer as indicated in Exhibit A.

10.8.2.32.9 Once the transfer request is accepted, CenturyLink will submit the signed PDR Transfer of Responsibility Request Consent Form to vacating and assuming CLECs and the transfer will be completed.

10.8.3 Rate Elements

Recurring and nonrecurring charges for attachments are in accordance with Section 224 of the Act and FCC orders, rules, and regulations promulgated there under. CenturyLink will re-calculate recurring rates for pole attachments and innerduct (including without limitation microduct) occupancy annually using the FCC rules and formulae found at 47 C.F.R. § 1, Subpart J and A.R.M.I.S data filed by CenturyLink with the FCC. CenturyLink will implement and bill CLEC the re-calculated rates without amending this Agreement. CenturyLink will provide notice to CLEC of the new recurring rates not less than sixty (60) days in advance of the effective date for such rates. Recurring charges are included in Exhibit A and will be updated annually. Nonrecurring charges are included 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 MTE matrix or ROW matrix, as applicable, 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 MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between CenturyLink and a third party who has a multiple tenant environment in CenturyLink's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. 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 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

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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 (1) 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.

10.8.3.8 PDR Transfer of Responsibility. Vacating CLEC will not incur charges for a transfer of responsibility agreement. A PDR Transfer of Responsibility charge for assuming CLEC will be a nonrecurring charge associated with the transfer of the agreement.

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 multiple tenant environments 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 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 MTE 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 4 pursuant to the terms in Section 10.8.2.28.2. 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/conduit, or ROW: (a) in the case of duct/innerduct/conduit, a field survey and site investigation of the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/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 for Underground Facilities..

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 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 of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fourteen (14) 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.

10.8.4.5 The PDR Transfer of Responsibility process requires the submission of the DPR Transfer of Responsibility Application Form containing information for both the vacating and assuming CLECs, a signed CenturyLink PDR Transfer Authorization Agreement, and full payment of the quoted PDR Transfer of Responsibility charge.

10.8.4.5.1 The PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement are on CenturyLink's web site at: http://www.centurylink.com/wholesale/pcat/poleductrow.html.

10.8.4.5.2 The PDR Transfer of Responsibility Application Form and an electronic version of the Transfer Authorization Agreement with "Agreed" entered in the designated signature blocks (this will act as your electronic signature) must be submitted to wsst@centurylink.com.

10.8.4.5.3 The printed and signed PDR Transfer Authorization Agreement and full payment is to be mailed to: Resource Allocation, 700 W. Mineral MT-G28.24, Littleton CO 80120.

10.8.5 Billing

10.8.5.1 CLEC agrees to pay the following fees in advance as specified in Exhibit A: 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.

10.8.5.2 Vacating CLEC is obligated to pay all recurring charges until CenturyLink completes the PDR Transfer of Responsibility request. Once the transfer is complete, the effective date to cease recurring billing will coincide with the same date recurring billing starts for assuming CLEC.

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 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 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's 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, agent or vendor to denial of unescorted access. CenturyLink shall provide written notice within five (5) Days of 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,

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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.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may 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 Unbundled Loop element, CenturyLink will

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perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, 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) hours 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 SYSTEMS (OSS)

12.1 Description

12.1.1 CenturyLink has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. 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. CenturyLink's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that CenturyLink has developed and shall provide to CLEC. Additional technical information and details shall be provided by CenturyLink in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." CenturyLink will continue to make improvements to the electronic interfaces as technology evolves, CenturyLink's legacy systems improve, or CLEC needs require. CenturyLink shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 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 and 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. 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. CenturyLink shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. 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, CenturyLink shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. 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. CenturyLink shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-ordering, Ordering and Provisioning

12.2.0 CenturyLink will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. CenturyLink will work cooperatively with CLECs through the CMP to consider any suggestions made by CLECs to improve or modify such plans. CLEC-specific requests for modifications to such plans will be negotiated and mutually agreed upon between CenturyLink and CLEC.

12.2.0.1 Ordering and Provisioning

12.2.0.1.1 Ordering and Provisioning - CenturyLink will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes CenturyLink to provision in accordance with CenturyLink's published business rules.

12.2.0.1.2 CenturyLink will 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 web site.

12.2.0.1.3 When CLEC places a manual order, CenturyLink will provide CLEC with a manual Firm Order Confirmation (FOC) notice. The confirmation notice will follow industry-standard formats.

12.2.0.1.4 Business rules regarding rejection of Local Service Requests (LSR) or Access Service Requests (ASR) are subject to the provisions of Section 12.2.6.

12.2.0.1.5 When CenturyLink provides installation on behalf of CLEC, CenturyLink will advise CLEC's End User Customer to notify CLEC immediately if the End User Customer requests a service change at the time of installation.

12.2.1 Ordering Process

12.2.1.1 Local Service Requests (LSR)

12.2.1.1.1 CenturyLink shall provide electronic interface gateways for submission of LSRs, including both an application-to-application interface and a Graphical User Interface (GUI).

12.2.1.1.2 The interface guidelines for the application-to-application interface are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), and the appropriate electronic transmission standards. Exceptions to the above guidelines/standards shall be specified in the Interconnect Mediated Access (IMA) disclosure documents.

12.2.1.1.3 The GUI shall provide a single interface for Pre-order and 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.

12.2.1.1.4 Functions Pre-ordering - 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 the following real time pre-order functions available to CLEC:

12.2.1.1.4.1 Features, services and Primary Interexchange Carrier

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(PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.1.4.2 Access to Customer Service Records (CSRs) for CenturyLink retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

12.2.1.1.4.3 Telephone number request and selection;

12.2.1.1.4.4 Reservation of appointments for service installations requiring the dispatch of a CenturyLink technician on a non-discriminatory basis;

12.2.1.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.1.4.6 Service address verification;

12.2.1.1.4.7 Facility availability, Loop qualification and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils;

12.2.1.1.4.8 A list of valid available CFAs for Unbundled Loops;

12.2.1.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops;

12.2.1.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable;

12.2.1.1.4.11 NC/NCI combinations supported by IMA flow-through can be addressed;

12.2.1.1.4.12 Raw Loop Data can be validated in IMA and QORA and retrieved by segments and sub-segments; and

12.2.1.1.4.13 Loop Qualification for ISDN and CenturyLink DSL services can be performed using IMA Loop Qualification Tool.

12.2.1.1.5 When CLEC places an electronic order, CenturyLink will provide CLEC with an electronic FOC. The FOC will follow industry-standard formats and contain the CenturyLink Due Date for order completion. Upon completion of the order, CenturyLink supplies two (2) completion notices: 1) service order completion (SOC) which notifies CLEC when the service order record was completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.1.6 When CLEC places an electronic order, CenturyLink will provide

notification electronically of any instances when 1) CenturyLink's Committed Due Date is in jeopardy of not being met by CenturyLink, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.7 When CLEC places a manual order, CenturyLink provide notification of any instances when 1) CenturyLink's committed Due Date is 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.

12.2.1.1.8 Dial-Up Capabilities

12.2.1.1.8.1 Intentionally Left Blank.

12.2.1.1.8.2 Intentionally Left Blank.

12.2.1.1.8.3 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.

12.2.1.1.9 Application-to-application Facilities-based Listing Process. CenturyLink shall provide an application-to-application facilities-based listing interface to enable CLEC's listing data to be translated and passed into the CenturyLink listing database. This interface is based upon OBF LSOG and the appropriate electronic transmission standards. CenturyLink shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2 Access Service Request (ASR)

12.2.1.2.1 CenturyLink shall provide a computer-to-computer batch file interface, an application-to-application interface, and a GUI interface for submission of 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.

12.2.1.2.2 Functions Pre-ordering. CenturyLink will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described in this Section. CenturyLink will make the following real time pre-order functions available to CLEC:

12.2.1.2.2.1 Service Address validation;

12.2.1.2.2.2 CFA validation;

12.2.1.2.2.3 NC-NCI validation;

12.2.1.2.2.4 BAN validation; and

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12.2.1.2.2.5 CLLI validation.

12.2.1.2.3 When CLEC places an electronic or manual order, CenturyLink will provide notification of any instances when 1) CenturyLink's committed Due Date is in jeopardy of not being met by CenturyLink, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.2.4 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.

12.2.2 Maintenance and Repair

12.2.2.1 CenturyLink shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between CenturyLink and CLEC while the Trouble Report (TR) is open and a CenturyLink technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 CenturyLink shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 CenturyLink shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.4 Billing

12.2.4.1 For products billed out of the CenturyLink Interexchange Access Billing System (IABS), CenturyLink will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the CenturyLink Customer Record Information System (CRIS), 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.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

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Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The 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 and the CenturyLink region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding CenturyLink holidays. This information is a file of unrated CenturyLink originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. 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. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - 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 the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

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12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between CenturyLink and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Intentionally Left Blank.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

a) SAG provides Address and Serving Central Office Information.

b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management. CenturyLink agrees to maintain a change management process, known as (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address CenturyLink's OSS, products and processes. The CMP shall include, but not be limited to, utilization of the following: (i) 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 the CMP Document; (iii) a mechanism to track and monitor CRs and CMP notifications; (iv) established 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 the CMP Document, CenturyLink will submit to CLECs through the CMP, among other things, modifications to

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existing products 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/repair or billing processes, introduction of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, discontinuance of pre-ordering, ordering/provisioning, maintenance/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, known as the "Change Management Process" Document is the subject of ongoing negotiations between CenturyLink and CLECs in the ongoing CMP. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments CenturyLink has made regarding maintaining its CMP and CenturyLink commits to implement agreements made in the CMP process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP, as set forth in the CMP Document. CenturyLink will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between CenturyLink and CLEC to support local service delivery, CLEC and 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 standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

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12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once CenturyLink receives a complete and accurate New Customer Questionnaire, CenturyLink and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 CenturyLink Responsibilities for On-going Support for OSS Interfaces

CenturyLink will support previous application-to-application releases for six (6) months after the next subsequent release has been deployed.

12.2.8.1 CenturyLink will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 CenturyLink will provide an Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates 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.

12.2.8.4 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.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An application-to-application exchange protocol will be used to transport electronically-formatted content. CLEC must perform certification testing of exchange protocol prior to using the application-to-application interface.

12.2.9.3 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:

12.2.9.3.1 Connectivity Testing – CLEC and CenturyLink will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive electronic 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.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) regression testing: CenturyLink's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of application-to-application interface. Regression testing-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 electronic transactions through the IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by CenturyLink. CenturyLink will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and 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.

12.2.9.3.3 SATE-progression testing: CLEC has the option of participating with CenturyLink in progression testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Progression testing 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 electronic transactions through IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by CenturyLink. CenturyLink will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and 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 required.

12.2.9.3.4 Controlled Production – CenturyLink and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit electronic data that completely meets the appropriate electronic transmission standards 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.

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12.2.9.3.6 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive testing of the totality of CenturyLink's operational interfaces and processes in conjunction with the actual preordering, ordering, Provisioning, Billing and maintenance 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 engaged in by CenturyLink per testing conducted by, for, or under the auspices of the Regional Oversight Committee, Arizona Test Advisory Group (TAG), or in any testing offered or required for interface development, version changes and/or certification (*i.e.,* Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services.

12.2.9.3.6.1 CenturyLink shall participate in Comprehensive Production Testing upon CLEC's request. CLEC and CenturyLink shall commence and complete Comprehensive Production Testing promptly.

12.2.9.3.6.2 Within ten (10) business days after CLEC's written notice to CenturyLink of its intent to conduct Comprehensive Production Testing, CLEC and CenturyLink shall meet and continue meeting no less frequently than once per week thereafter to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Within thirty (30) business days after CLEC's first meeting with CenturyLink, CLEC and CenturyLink shall have agreed on terms, guidelines and processes for implementing Comprehensive Production

Testing to meet 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 thirty (30) days after the first meeting, 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 12.2.9.3.6, 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 12.2.9.3.6 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.

12.2.9.3.6.3 For the purposes of Comprehensive Production Testing, CenturyLink shall temporarily provision selected local switching features for testing pursuant to the terms and conditions of the Interconnection agreement between CLEC and CenturyLink.

12.2.9.3.6.4 For the purposes of Comprehensive Production Testing, CenturyLink shall provision pursuant to the terms and conditions of the interconnection agreement between CLEC and CenturyLink or pursuant to retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop 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.

12.2.9.3.6.5 Upon CLEC request, CenturyLink shall provide technical staff to meet with CLEC representatives to provide required support for Comprehensive Production Testing.

12.2.9.3.6.6 During Comprehensive Production Testing, CenturyLink shall provide CLEC single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure. Such staff shall be adequately skilled to facilitate expeditious problem resolution. During Comprehensive Production Testing, CenturyLink shall also have personnel (other than the SPOC, if necessary) available outside of normal business hours for trouble status, sectionalization, resolution, escalation

and closure. Such personnel shall also be adequately skilled to facilitate expeditious problem resolution.

12.2.9.3.6.7 Either Party may supply information about the Comprehensive Production Testing conducted pursuant 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.

12.2.9.3.6.8 The costs of testing shall be assigned to 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. Prior to commencement 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 12.2.9.3.6.8, including a detailed description of each activity for which CenturyLink seeks recovery. CLECs shall be permitted to challenge the necessity of CenturyLink's activities that cause extraordinary costs to be incurred. At the point that the expenses of the testing reach eighty percent (80%) of the estimated amount, CenturyLink will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. CenturyLink shall provide to CLEC with such modified quotation 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 nonrecurring charges (retail and wholesale) for the facilities and services ordered during the testing.

12.2.9.4 If CLEC is using the application-to-application 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 scenarios for which CLEC requires certification. Certification will be granted for the specified release of the interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 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 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the application-to-application 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 IMA release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services

serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the CenturyLink Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new IMA application-to-application release, however, CLEC must complete the re-certification and migration to the new 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.

12.2.9.6.1 The following rules apply to initial development and certification of IMA application-to-application interface versions and migration to subsequent application-to-application interface versions:

12.2.9.6.1.1 SATE regression or SATE progression interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New IMA application-to-application users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any IMA application-to-application user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to CenturyLink.

12.2.10 CLEC Support

12.2.10.1 CenturyLink shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. CenturyLink shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. CenturyLink will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system

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availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the CenturyLink system for hardware configuration requirements with relevance to application-to-application and GUI interfaces; software configuration requirements with relevance to application-to-application and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, web-services configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through application-to-application and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on CenturyLink's wholesale web site. CenturyLink will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring 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.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 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 as CenturyLink provides for its retail services.

12.3.1.2 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

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other party.

12.3.1.3 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 nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 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.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall CenturyLink provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 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.

12.3.3 Service Interruptions

12.3.3.1 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 hereinafter referred to as an "Impairment of Service".

12.3.3.2 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 Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 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.

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12.3.3.4 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.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 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. 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. 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 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that CenturyLink perform trouble isolation with CLEC, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is found to be on CLEC's side or 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, CLEC is required to perform its own maintenance.

12.3.4.3 Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by CenturyLink, and CenturyLink determines that the trouble is on the CLEC or the End User Customer's side of the Loop Demarcation Point, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation Charge applies. When CLEC elects not to perform trouble isolation and CenturyLink performs tests at CLEC request, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is not in CenturyLink's facilities, including CenturyLink's facilities leased by CLEC. 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 Miscellaneous Charges or Trouble Isolation Charges shall not apply.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, or as may be provided for under Section 6 of this Agreement, CenturyLink will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Where 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.

12.3.6.2 Prior to CenturyLink conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, CenturyLink must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, CenturyLink will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, CenturyLink will provide CLEC test results upon request. For electronically reported trouble, CenturyLink will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that CenturyLink provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to CenturyLink's portion of the line, circuit, or service provided in this Agreement before CenturyLink accepts a trouble report for that line, circuit or service. Once CenturyLink accepts the trouble report from CLEC, CenturyLink shall process the trouble report in substantially the same time and manner as CenturyLink does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 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.

12.3.7 Work Center Interfaces

12.3.7.1 CenturyLink and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and CenturyLink will employ the following procedures for handling misdirected repair calls:

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12.3.8.1.1 CLEC and CenturyLink will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 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.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications 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.

12.3.8.1.4 CLEC and CenturyLink will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, 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.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 CenturyLink will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, CenturyLink will utilize the same thresholds and processes for external notification as it does for internal purposes. This major 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.

12.3.9.2 CenturyLink will meet with associated personnel from CLEC to share contact information and review CenturyLink's outage restoral processes and notification processes.

12.3.9.3 CenturyLink's emergency restoration process operates on a 7X24 basis.

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12.3.10 Protective Maintenance

12.3.10.1 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.

12.3.10.2 CenturyLink will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. CenturyLink shall provide notice of potentially CLEC 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.

12.3.10.3 CenturyLink shall advise CLEC of non-scheduled maintenance, 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 testing activity possible, under the circumstances; provided, however, that CenturyLink shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.3.11 Hours of Coverage

12.3.11.1 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.

12.3.12 Escalations

12.3.12.1 CenturyLink will provide trouble 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.

12.3.12.2 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. Electronic escalation is not available for non-designed products.

12.3.12.3 CenturyLink shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 CenturyLink will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the acceptance of a complete and accurate trouble report from CLEC, CenturyLink will follow internal processes and industry standards, to resolve the repair condition. CenturyLink will dispatch repair personnel on occasion to repair the condition. It will be CenturyLink's decision whether or not to send a technician out on a dispatch. CenturyLink reserves the right to 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; should CLEC require a dispatch when CenturyLink believes the dispatch is not necessary, appropriate Miscellaneous Charges for dispatch will be billed by CenturyLink to CLEC if CenturyLink can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 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 Customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises CenturyLink shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.14 Trouble Reporting

12.3.14.1 CLEC may submit trouble reports through the Electronic Bonding or GUI interfaces provided by CenturyLink. Trouble tickets created electronically in CEMR may be viewed at any time after creation.

12.3.14.2 Manually reported trouble tickets may be accessed by CLEC through electronic interfaces when the ticket has been closed. CLEC will only be able to view the history on the account.

12.3.15 Intervals/Parity

12.3.15.1 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.

12.3.16 Jeopardy Management

12.3.16.1 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 email or fax through the electronic interface. CLEC may telephone CenturyLink repair center or use the electronic interfaces to obtain jeopardy status. A jeopardy, caused by either CLEC or CenturyLink, endangers completing provisioning and/or installation processes and

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impacts meeting the schedule due date of CLEC's service request. When CLEC's service request is in jeopardy, CenturyLink notifies CLEC via a status update, email, jeopardy notification, telephone call, and/or FOC (Firm Order Confirmation). The purpose of the jeopardy notification is to identify jeopardy conditions to CLEC that impact meeting the scheduled due date of CLEC's service requests.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to CenturyLink only trouble reports that involve CenturyLink facilities. For services and facilities where the capability to test all or portions of the CenturyLink network service or facility rest with CenturyLink, CenturyLink will perform test isolation and test the service and facility on behalf of CLEC.

12.3.17.2 Intentionally Left Blank.

12.3.18 Maintenance Standards

12.3.18.1 CenturyLink will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 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.

12.3.19 End User Customer Interface Responsibilities

12.3.19.1 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.

12.3.19.2 All CenturyLink employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 CenturyLink will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be CenturyLink's single and sole point of contact for all CLEC/DLEC End User Customers.

12.3.20 Repair Call Handling

12.3.20.1 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 User Customers.

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12.3.21 Single Point of Contact

12.3.21.1 CenturyLink will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 CenturyLink will notify CLEC of changes to its network or LERG amendments in accordance with the FCC rules, an in substantially the same manner and timeframe as CenturyLink makes such network information available for itself, its End User Customers, its Affiliates, or any other party. .

12.3.23 Maintenance Windows

12.3.23.1 Generally, CenturyLink performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 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.

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 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.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 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.

12.3.24.4 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 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent

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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.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity 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. 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 12.3.24.4.3.

12.3.24.4.2 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.

12.3.24.4.3 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).

12.3.24.5 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 five (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 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 frame conversion embargo periods in substantially the same time and manner as CenturyLink notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 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 in substantially the same time and manner as CenturyLink notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 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.

12.3.24.7.1 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. Such best efforts shall be substantially the same time and manner as CenturyLink uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (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.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 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.

12.3.24.7.7 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.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, CenturyLink will restore service in substantially the same time and manner as CenturyLink does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

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12.3.24.8 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. CenturyLink shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as CenturyLink does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 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. CenturyLink shall provide CLEC substantially the same service order processing capabilities as CenturyLink provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

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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 will maintain/revise the LERG to reflect current homing arrangements, which includes subtending arrangements for local and access tandems. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office 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'S OFFICIAL DIRECTORY PUBLISHER

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's Official Directory Publisher. CenturyLink acknowledges that CLEC may request CenturyLink to facilitate discussions between CLEC and CenturyLink's Official Directory Publisher.

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Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User Customer 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 Customer 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 Customer.

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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 Bona Fide Request (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; and

17.2.6 the specific location requested.

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) Day period, provide a written report setting forth the basis for its conclusion.

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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 quotation. The BFR quotation 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 nonrecurring) 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 quotation, 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 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 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 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

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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 will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. CenturyLink shall make available a topical list of the BFRs that it has received from CLECs. 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 CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. CenturyLink shall not be required to provide information about the request initially made by 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. 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 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 providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

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 (2) Audits requested by each Party under this Agreement in any twelve (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 prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

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 non-requesting Party shall pay all of the requesting 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 requesting 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 requesting Party shall be borne by the non-requesting 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-

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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 Parties shall be allowed to examine such Affiliate's 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'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. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these 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 Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, CenturyLink will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops 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 User Customers and without discrimination among the various Carriers.

19.3 A quotation for CLEC's portion of a specific job will be provided to CLEC. The quotation will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. 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 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which CenturyLink receives the required payment.

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Section 20.0 - SERVICE PERFORMANCE

20.1 Performance Indicator Definitions (PIDs), in their current form are included in Exhibit B of this Agreement. Subsequent changes to these PIDs submitted to the Commission shall be incorporated into Exhibit B as soon as they are effective either by operation of law or Commission order, whichever occurs first and without further Amendment to this Agreement.

20.2 The CenturyLink QC Performance Assurance Plan (PAP) is attached as Exhibit K of this Agreement. Subsequent changes to the PAP submitted to the Commission will be incorporated into Exhibit K as soon as they are effective by operation of law or the effective date as approved by Commission order, whichever is applicable, and without further Amendment to this Agreement.

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Section 21.0 - NETWORK STANDARDS

21.1 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.

21.2 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.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-1428-CORE Common Channel Signaling (CCS) Network Interface Specification Supporting Toll Free Service

GR-1432-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting SCCP and TCAP

GR-317-CORE LSSGR: Switching System Generic Requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP)

GR-905-CORE CCSNIS Supporting Network Interconnection, Message Transfer Part (MTP), and ISDNUP

GR-1357-CORE Switched Fractional DS1

GR-540-CORE LSSGR Tandem Supplement

GR-305-CORE

GR-1429-CORE CCSNIS Supporting Call Management Services

FR-64 LATA Switching System Generic Requirement (LSSGR)

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

GR-529-CORE LSSGR Public Safety

GR-505-CORE Call Processing

FR-NWT-000271 Operator Services Systems Generic Requirements (OSSGR)

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GR-1156-CORE OSSGR Section 21: Operator Subsystems

SR-1171 Methods and Procedures for System Reliability Analysis

21.3.2 Transport

FR-440 Transport System Generic Requirements (TSGR)

GR-499-CORE Transport Systems Generic Requirements (TSGR): Common Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria

GR-507-CORE LSSGR: Transmission, Section 7

TR-NWT-000776 NID for ISDN Subscriber Access

GR-342-CORE High Capacity Digital Special Access Service Transmission Perimeter Limits and Interface Combinations

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B

21.3.3 Loops

GR-57-CORE Functional Criteria for Digital Loop Carrier (DLC) Systems

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Transport Systems: Common Generic Criteria

GR-303-CORE Integrated Digital Loop Carrier System Generic Requirements Objectives and Interface

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Devices

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance Terminals (BETs)

TR-NWT-000133 Generic Requirements for Network Inside Wiring

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ANSI T1.417, Spectrum Management for Loop Transmission Systems

21.3.4 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;

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.

21.4 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. Details of these standards are documented in the CenturyLink Technical Publications. 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 22.0 - 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.

Ionex Communications North, Inc.
dba Birch Communications

DocuSigned by:
Chris Aversano
234CC7E0996B457...

Signature

Chris Aversano
Name Printed/Typed

Executie VP & COO
Title

3/2/2015
Date

Qwest Corporation dba CenturyLink QC

DocuSigned by:
L. T. Christensen
05E9FC68BD57454...

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

3/2/2015
Date

Exhibit A
Arizona

							EAS / Local Traffic Reciprocal Compensation Election				
New							Bill and Keep			Notes	
6.0	Resale						Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
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
6.2	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
				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

Exhibit A
Arizona

				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	Plan Year 0 - June 30, 2012								
			7.6.1.1	End Office Call Termination, per Minute of Use		$0.000970			C		
			7.6.1.2	Tandem Switched Transport, per Minute of Use		$0.000550			B		
			7.6.1.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.1.3.1	Over 0 to 8 Miles	$0.000790	$0.000000		B	B	
				7.6.1.3.2	Over 8 to 25 Miles	$0.000790	$0.000000		B	B	
				7.6.1.3.3	Over 25 to 50 Miles	$0.000790	$0.000000		B	B	
				7.6.1.3.4	Over 50 Miles	$0.000790	$0.000000		B	B	
		7.6.2	Plan Year 1 - July 1, 2012 - June 30, 2013								
			7.6.2.1	End Office Call Termination, per Minute of Use		$0.000970			E		
			7.6.2.2	Tandem Switched Transport, per Minute of Use		$0.000550			E		
			7.6.2.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.2.3.1	Over 0 to 8 Miles	$0.000515	$0.000000		E	E	
				7.6.2.3.2	Over 8 to 25 Miles	$0.000515	$0.000000		E	E	
				7.6.2.3.3	Over 25 to 50 Miles	$0.000515	$0.000000		E	E	
				7.6.2.3.4	Over 50 Miles	$0.000515	$0.000000		E	E	
		7.6.3	Plan Year 2 - July 1, 2013 - June 30, 2014								
			7.6.3.1	End Office Call Termination, per Minute of Use		$0.000970			E		
			7.6.3.2	Tandem Switched Transport, per Minute of Use		$0.000550			E		
			7.6.3.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.3.3.1	Over 0 to 8 Miles	$0.000240	$0.000000		E	E	
				7.6.3.3.2	Over 8 to 25 Miles	$0.000240	$0.000000		E	E	
				7.6.3.3.3	Over 25 to 50 Miles	$0.000240	$0.000000		E	E	
				7.6.3.3.4	Over 50 Miles	$0.000240	$0.000000		E	E	
		7.6.4	Plan Year 3 - July 1, 2014 - June 30, 2015								
			7.6.4.1	End Office Call Termination, per Minute of Use		$0.000970			E		
			7.6.4.2	Tandem Switched Transport, per Minute of Use		$0.000550			E		
			7.6.4.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.4.3.1	Over 0 to 8 Miles	$0.000240	$0.000000		E	E	
				7.6.4.3.2	Over 8 to 25 Miles	$0.000240	$0.000000		E	E	
				7.6.4.3.3	Over 25 to 50 Miles	$0.000240	$0.000000		E	E	
				7.6.4.3.4	Over 50 Miles	$0.000240	$0.000000		E	E	
		7.6.5	Plan Year 4 - July 1, 2015 - June 30, 2016								
			7.6.5.1	End Office Call Termination, per Minute of Use		$0.000970			E		
			7.6.5.2	Tandem Switched Transport, per Minute of Use		$0.000550			E		
			7.6.5.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.5.3.1	Over 0 to 8 Miles	$0.000240	$0.000000		E	E	
				7.6.5.3.2	Over 8 to 25 Miles	$0.000240	$0.000000		E	E	
				7.6.5.3.3	Over 25 to 50 Miles	$0.000240	$0.000000		E	E	
				7.6.5.3.4	Over 50 Miles	$0.000240	$0.000000		E	E	
		7.6.6	Plan Year 5 - July 1, 2016 - June 30, 2017								
			7.6.6.1	End Office Call Termination, per Minute of Use		$0.000700			E		
			7.6.6.2	Tandem Switched Transport, per Minute of Use		$0.000550			E		
			7.6.6.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.6.3.1	Over 0 to 8 Miles	$0.000240	$0.000000		E	E	
				7.6.6.3.2	Over 8 to 25 Miles	$0.000240	$0.000000		E	E	
				7.6.6.3.3	Over 25 to 50 Miles	$0.000240	$0.000000		E	E	
				7.6.6.3.4	Over 50 Miles	$0.000240	$0.000000		E	E	
		7.6.7	Plan Year 6 - July 1, 2017 - June 30, 2018								
			7.6.7.1	End Office Call Termination, per Minute of Use		$0.000000			E		
			7.6.7.2	Tandem Switched Transport, per Minute of Use		$0.000700			E		
			7.6.7.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.7.3.1	Over 0 to 8 Miles	$0.000000	$0.000000		E	E	
				7.6.7.3.2	Over 8 to 25 Miles	$0.000000	$0.000000		E	E	
				7.6.7.3.3	Over 25 to 50 Miles	$0.000000	$0.000000		E	E	
				7.6.7.3.4	Over 50 Miles	$0.000000	$0.000000		E	E	
		7.6.8	Effective July 1, 2018								
			7.6.8.1	End Office Call Termination, per Minute of Use		$0.000000			E		
			7.6.8.2	Tandem Switched Transport, per Minute of Use		$0.000000			E		
			7.6.8.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
				7.6.8.3.1	Over 0 to 8 Miles	$0.000000	$0.000000		E	E	
				7.6.8.3.2	Over 8 to 25 Miles	$0.000000	$0.000000		E	E	
				7.6.8.3.3	Over 25 to 50 Miles	$0.000000	$0.000000		E	E	
				7.6.8.3.4	Over 50 Miles	$0.000000	$0.000000		E	E	
	7.7	Local Traffic - FCC - ISP Rate Caps									
		7.7.1	Minute Of Use, as of June 14, 2003, rate in effect until Plan Year 6 begins (June 30, 2017)			$0.0007			E, 4		
	7.8	Miscellaneous Charges									
		7.8.1	Expedite Charge (LIS Trunks)					CenturyLink Operating Companies Arizona Switched Access Tariff			

		7.8.2	Cancellation Charge (LIS Trunks)					CenturyLink Operating Companies Arizona Switched Access Tariff			
		7.8.3	Additional Testing (LIS Trunks)					CenturyLink Operating Companies 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 Operating Companies Arizona Switched Access Tariff	CenturyLink Operating Companies Arizona Switched Access Tariff				
	7.12	Toll VoIP-PSTN Traffic									
		7.12.1	Toll VoIP-PSTN Traffic				Appropriate CenturyLink Access Tariff				
		7.12.2	Intentionally Left Blank								
		7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)			0%	0%		3	3	
8.0	Collocation										
	8.1	All Collocation									
		8.1.1	Planning and Engineering								
			8.1.1.1	Intentionally Left Blank							
			8.1.1.2	Cable 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	Intentionally Left Blank							
			8.1.3.4	Per Copper Spliced				ICB			3, 5
		8.1.4	Power								
			8.1.4.1	Power Plant							
				8.1.4.1.1	Greater Than 60 Amps, per Amp Ordered	$10.75			A		
				8.1.4.1.2	Equal to 60 Amps, per Amp Ordered	$10.75			A		
				8.1.4.1.3	Less Than 60 Amps, per Amp Ordered	$10.75			A		
			8.1.4.2	Power Usage							
				8.1.4.2.1	Less Than 60 Amps, per Amp Ordered	$3.64			A		
				8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used	$7.27			A		
				8.1.4.2.3	Equal To 60 Amps, per Amp Used (see rate in 8.1.4.2.1)	$3.64			15		
		8.1.5	AC Power Feed								
			8.1.5.1	AC Power Feed, 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 Month							
				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

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				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	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	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	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							
					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
		8.1.9	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	Composite / 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 Charge, per Office						$329.08			A
		8.1.13	Collocation Space Reservation Fee						Charge will be 25% of Nonrecurring Fee			
		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								
				8.1.20.3.1	New Bay				560.00			A
				8.1.20.3.2	Existing Bay				$120.00			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
		8.1.21	Miscellaneous Charges									
			8.1.21.1	Maintenance Labor, per Half Hour (rates in 8.2.2)								
				8.1.21.1.1	Regular Hours Rate				$27.60			15
				8.1.21.1.2	After Hours Rate				$36.93			15
			8.1.21.2	Engineering Labor, per Half Hour (see rates in 8.2.5)								
				8.1.21.2.1	Regular Hours Rate				$29.78			15
				8.1.21.2.2	After Hours Rate				$38.44			15
			8.1.21.3	Installation Labor, per Half Hour (see rates in 8.2.6)								
				8.1.21.3.1	Regular Hours Rate				$31.47			15
				8.1.21.3.2	After Hours Rate				$40.52			15
	8.2	**Virtual Collocation**										
		8.2.1	Planning and Engineering									

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			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	-48 Volt DC Power Cable, per Feed								
			8.2.9.1	20 Amp Power Feed			$4.37	$2,990.13	A		A
			8.2.9.2	30 Amp Power Feed			$5.15	$3,521.53	A		A
			8.2.9.3	40 Amp Power Feed			$6.55	$4,481.18	A		A
			8.2.9.4	60 Amp Power Feed			$8.15	$5,577.68	A		A
			8.2.9.5	100 Amp Power Feed			$36.35	$24,874.87	1, 5		1, 5
			8.2.9.6	200 Amp Power Feed			$66.43	$45,460.29	1, 5		1, 5
			8.2.9.7	300 Amp Power Feed			$102.99	$70,481.68	1, 5		1, 5
			8.2.9.8	400 Amp Power 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 & 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	Adjustment for Initial Power Feed - Change to Standard Design							
				8.3.2.6.1	20 Amp Initial Power Feed Adjustment		($2.18)	($1,491.05)	A		A
				8.3.2.6.2	30 Amp Initial Power Feed Adjustment		($1.40)	($959.65)	A		A
				8.3.2.6.3	Intentionally Left Blank						
				8.3.2.6.4	60 Amp Initial Power Feed Adjustment		$1.60	$1,096.50	A		A
				8.3.2.6.5	100 Amp Initial Power Feed Adjustment		$13.72	$9,389.08	1, 5		1, 5
				8.3.2.6.6	200 Amp Initial Power Feed Adjustment		$43.80	$29,974.50	1, 5		1, 5
				8.3.2.6.7	300 Amp Initial Power Feed Adjustment		$80.36	$54,995.90	1, 5		1, 5
				8.3.2.6.8	400 Amp Initial Power Feed Adjustment		$123.60	$84,587.92	1, 5		1, 5
				8.3.2.6.9	Each Additional Bay		$2.85	$1,952.68	A		C
				8.3.2.6.10	Adjustment to use a Single Bay - Change to Standard Design		($2.85)	($1,952.68)	1		1
			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	20 Amp Power Feed		$4.37	$2,990.13	A		A
				8.3.2.8.2	30 Amp Power Feed		$5.15	$3,521.53	A		A
				8.3.2.8.3	40 Amp Power Feed		$6.55	$4,481.18	A		A
				8.3.2.8.4	60 Amp Power Feed		$8.15	$5,577.68	A		A
				8.3.2.8.5	100 Amp Power Feed		$36.35	$24,874.87	1, 5		1, 5
				8.3.2.8.6	200 Amp Power Feed		$66.43	$45,460.29	1, 5		1, 5
				8.3.2.8.7	300 Amp Power Feed		$102.99	$70,481.68	1, 5		1, 5
				8.3.2.8.8	400 Amp Power Feed		$146.23	$100,073.71	1, 5		1, 5
			8.3.2.9	Cageless Bay Fees							
				8.3.2.9.1	Bay, per Bay			$1957.57			1
				8.3.2.9.2	2.5 Inch Spacer Fee, per Spacer			$258.47			1
				8.3.2.9.3	5 Inch Spacer Fee, per Spacer			$271.57			1
		8.3.3	Floor Space Lease, per Square Foot				$3.26		A		
		8.3.4	Intentionally Left Blank								
		8.3.5	Humidification, per Leased Physical Space				$28.03		D, 5		
	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 for Cage & 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	Adjustment for Initial Power Deed - Change to Standard Design							
				8.4.2.5.1	20 Amp Initial Power Feed Adjustment		($3.85)	($2,635.16)	A		A
				8.4.2.5.2	30 Amp Initial Power Feed Adjustment		($3.19)	($2,180.72)	A		A
				8.4.2.5.3	40 Amp Initial Power Feed Adjustment		($1.84)	($1,257.28)	A		A
				8.4.2.5.4	Intentionally Left Blank						
				8.4.2.5.5	100 Amp Initial Power Feed Adjustment		($0.62)	($426.33)	A		A
				8.4.2.5.6	200 Amp Initial Power Feed Adjustment		$5.82	$3,982.26	A		A
				8.4.2.5.7	300 Amp Initial Power Feed Adjustment		$13.31	$9,108.08	A		A

				8.4.2.5.8	400 Amp Initial Power Feed Adjustment	$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	20 Amp Power Feed	$4.78		$3,273.13	A		A
				8.4.2.7.2	30 Amp Power Feed	$5.45		$3,727.57	A		A
				8.4.2.7.3	40 Amp Power Feed	$6.80		$4,651.01	A		A
				8.4.2.7.4	60 Amp Power Feed	$8.63		$5,908.29	A		A
				8.4.2.7.5	100 Amp Power Feed	$8.01		$5,481.97	A		A
				8.4.2.7.6	200 Amp Power Feed	$14.45		$9,890.55	A		A
				8.4.2.7.7	300 Amp Power Feed	$21.94		$15,016.37	A		A
				8.4.2.7.8	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	Humidification, per Leased Physical Space			$28.03			D, 5		
		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
	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 (see rate in 8.1.4.2)							
				8.6.1.3.1	Less Than 60 Amps, per Amp Ordered	$3.64			15		
				8.6.1.3.2	Greater Than 60 Amps, per Amp Ordered or Used	$7.27			15		
				8.6.1.3.3	Equal To 60 Amps, per Amp Ordered	$3.64			15		
		8.6.2	Adjacent Remote Collocation					ICB			3
		8.6.3	Additional Virtual Remote Terminal 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**									
		8.7.1	Design Engineering & Installation - No Cables								
			8.7.1.1	Fiber Flat Charge, per Request				$1,975.68			1
			8.7.1.2	Flat Charge				$771.86			A
		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		
		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
			8.7.3.4	Fiber, per Fiber Spliced (see rate in 8.1.3.2)				$22.22			15
		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 (see rates in 8.1.1.2)					$345.00			15
		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
		8.8.5	Fiber Circuit, per Two Legs			$2.21		$261.48	1		1
	8.9	**Collocation Cancellation**						QPF, Prorated Job Costs			
		8.9.1	Additional Labor Other, per Half Hour or fraction thereof (see rates in 9.20)								
			8.9.1.1	Additional Labor - Basic				$27.26			15
			8.9.1.2	Additional Labor - Overtime				$36.41			15
			8.9.1.3	Additional Labor - Premium				$45.57			15
		8.9.2	Additional Dispatch, per Order (see rate in 9.20)					$83.10			15
	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	Quote Preparation Fee, per Request					ICB			3
		8.12.2	Engineering Fee, per Job					ICB			3
		8.12.3	Copper Entrance Facility, per 100 Pair			ICB		ICB	3		3
		8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands (see rates in 8.1.2.1)			$8.42		$335.47	14		14
		8.12.5	Termination Block with Gas Protectors, per 100 Pairs			ICB		ICB	3		3

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		8.12.6	Termination Panel, per 12 Strands				ICB		ICB	3		3
		8.12.7	DS1 Voltage Isolation, per DS1				ICB		ICB	3		3
	8.13	**DC Power Reduction and Restoration**										
		8.13.1	Power Reduction									
			8.13.1.1	Quote Preparation Fee, per Office					$914.07			1
			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
				8.13.1.2.2	Equal To 60 Amps				$1,025.79			1
				8.13.1.2.3	Greater Than 60 Amps				$1,283.33			1
			8.13.1.3	Power Off, per Feed Set, per Secondary Feed					$947.35			1
			8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set			$50.04			1		
			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, per Office					$914.07			1
			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
					8.13.2.2.1.2	Equal To 60 Amps			$1,025.79			1
					8.13.2.2.1.3	Greater Than 60 Amps			$1,283.33			1
				8.13.2.2.2	Power Restoration without Reservation				ICB			3
			8.13.2.3	Location Change from Power Board to BDFB					ICB			3
	8.14	**Collocation Transfer of Responsibility**										
		8.14.1	Intentionally Left Blank									
		8.14.2	Assessment Fee, per Request						$1,058.00			1
		8.14.3	Network System Administration Fee, per Request						$1,663.00			1
		8.14.4	Transfer of Responsibility applies to Wireline & Wireless Local Interconnection Trunks, UDIT, Unbundled Dark Fiber, per Circuit						$32.11			1
		8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo, EEL, per Circuit						$32.11			1
	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
		8.15.2	Special Sites									
			8.15.2.1	Special Site Assessment Fee					$1,058.00			1
			8.15.2.2	Network Systems Assessment Fee					$1,663.00			1
			8.15.2.3	Site Survey Fee					$150.00			1
		8.15.3	Re-usable Elements						ICB			3
		8.15.4	Quote Preparation Fee (QPF)									
			8.15.4.1	Cageless (see rate in 8.3.1.1)					$1,381.54			15
			8.15.4.2	Caged (see rate in 8.4.1.1)					$1,381.54			15
	8.16	**Collocation Decommissioning (see rates in 9.20)**										
		8.16.1	Additional Labor Other, per Half Hour or fraction thereof									
			8.16.1.1	Additional Labor Other - Basic					$27.26			15
			8.16.1.2	Additional Labor Other - Overtime					$36.41			15
			8.16.1.3	Additional Labor Other - Premium					$45.57			15
		8.16.2	Additional Dispatch, per Order						$83.10			15
	8.17	**Joint Testing**										
		8.17.1	Set-Up Fee (see rate in 8.2.2.1 with a one hour minimum)						$55.20			14
		8.17.2	Test Time Fee, per Half Hour (see rate in 8.2.2.1)						$27.60			14
9.0	**Unbundled Network Elements (UNEs)**											
	9.1	**Interconnection Tie Pairs (ITP) - Per Termination**										
		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	Basic Cable Unloading / Bridge Tap Removal							
					9.2.2.4.1.1	Under 18,000 Feet, per Loop			$40.00			A
					9.2.2.4.1.2	Above 18,000 Feet, per Location (for Aerial and Buried)			$70.00			A
					9.2.2.4.1.3	Above 18,000 Feet, per Location (for Underground)			$400.00			A
					9.2.2.4.1.4	Above 18,000 Feet, Each Additional Coil or Tap at the Same Time & Location & Cable			$2.00			A
			9.2.2.5	Unbundled Loop Grooming								
				9.2.2.5.1	Unbundled Loop Grooming (2-Wire)		$0.37			A		
				9.2.2.5.2	Unbundled Loop Grooming (4-Wire)		$0.85			A		
		9.2.3	Digital Capable Loops									
			9.2.3.1	Basic Rate ISDN / xDSL-I Capable					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								
			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				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 Installation								
				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 Installation								
				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 Installation							
				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 (as is)					$40.32			A
	9.3	**Subloop**									
		9.3.1	2-Wire Analog and Nonloaded 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 Analog and 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 / Campus 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 (FCP)								
			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	
			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, Dual Office					$215.19			A
			9.6.11.2	DS0, Single Office					$173.14			A
			9.6.11.3	High Capacity, Dual Office					$261.31			A
			9.6.11.4	High Capacity, Single Office					$234.17			A
		9.6.12	Private Line / Special Access to UDIT Conversion (as is)						$126.14			1
	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, Fixed, per Strand / Office		$5.23			1, 5		
				9.7.4.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects Apply), 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, Fixed, per Pair / Office		$6.65			A		
				9.7.5.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects Apply), 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**										
	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	Intentionally Left Blank									
		9.20.5	Intentionally Left Blank									
		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	Intentionally Left Blank									
		9.20.10	Intentionally Left Blank									
		9.20.11	Additional Dispatch, per Order						$83.10			A
		9.20.12	*Intentionally Left Blank*									
		9.20.13	Design Change, per Order						$72.79			A
		9.20.14	Expedite Charge, per Day Advanced						$400.00			11
		9.20.15	Cancellation Charge						ICB			5
		9.20.16	Maintenance of Service, per Half Hour or fraction thereof									
			9.20.16.1	Maintenance of Service - Basic					$27.26			A
			9.20.16.2	Maintenance of Service - Overtime					$36.41			A
			9.20.16.3	Maintenance of Service - Premium					$45.57			A
		9.20.17	Intentionally Left Blank									
	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	Enhanced Extended Loop (EEL)									
			9.23.2.1	EEL, DS0 2-Wire Analog								
				9.23.2.1.1	EEL 2-Wire Loop Installation							
					9.23.2.1.1.1	Installation			$6.50			A
					9.23.2.1.1.2	Migration			$18.88			A
					9.23.2.1.1.3	Disconnect			$5.98			A
				9.23.2.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)							
					9.23.2.1.2.1	Zone 1		$9.05			15	
					9.23.2.1.2.2	Zone 2		$14.84			15	
					9.23.2.1.2.3	Zone 3		$36.44			15	
			9.23.2.2	EEL, DS0 4-Wire Analog								
				9.23.2.2.1	EEL 4-Wire Loop Installation							
					9.23.2.2.1.1	Installation			$6.50			A
					9.23.2.2.1.2	Migration			$18.88			A
					9.23.2.2.1.3	Disconnect			$5.98			A
				9.23.2.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)							
					9.23.2.2.2.1	Zone 1		$11.77			15	
					9.23.2.2.2.2	Zone 2		$19.29			15	
					9.23.2.2.2.3	Zone 3		$47.37			15	
			9.23.2.3	EEL, DS1								
				9.23.2.3.1	EEL DS1 Loop Installation							
					9.23.2.3.1.1	Installation			$6.79			A
					9.23.2.3.1.2	Migration			$19.12			A
					9.23.2.3.1.3	Disconnect			$6.56			A
				9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)							
					9.23.2.3.2.1	Zone 1		$67.39			15	
					9.23.2.3.2.2	Zone 2		$67.86			15	
					9.23.2.3.2.3	Zone 3		$76.06			15	
			9.23.2.4	EEL, DS3								
				9.23.2.4.1	EEL DS3 Loop Installation							
					9.23.2.4.1.1	Installation			$6.79			A
					9.23.2.4.1.2	Migration			$19.12			A
					9.23.2.4.1.3	Disconnect			$6.56			A

				9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)							
					9.23.2.4.2.1	Zone 1	$739.07			15		
					9.23.2.4.2.2	Zone 2	$749.77			15		
					9.23.2.4.2.3	Zone 3	$932.82			15		
			9.23.2.5	Private Line / Special Access to EEL Conversion (as is)					$40.32			A
			9.23.2.6	EEL Rearrangement								
				9.23.2.6.1	DS0				$135.44			1
				9.23.2.6.2	High Capacity				$153.74			1
			9.23.2.7	EEL Transport								
				9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)							
					9.23.2.7.1.1	Over 0 to 8 Miles	$52.27	$0.00		15	15	
					9.23.2.7.1.2	Over 8 to 25 Miles	$52.27	$0.00		15	15	
					9.23.2.7.1.3	Over 25 to 50 Miles	$52.27	$0.00		15	15	
					9.23.2.7.1.4	Over 50 Miles	$52.27	$0.00		15	15	
				9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (see rates in 9.6.2)							
					9.23.2.7.2.1	Over 0 to 8 Miles	$35.98	$0.65		15	15	
					9.23.2.7.2.2	Over 8 to 25 Miles	$35.99	$0.94		15	15	
					9.23.2.7.2.3	Over 25 to 50 Miles	$36.00	$1.75		15	15	
					9.23.2.7.2.4	Over 50 Miles	$36.00	$1.59		15	15	
				9.23.2.7.3	DS3 (Recurring Fixed & per Mile) (see rates in 9.6.3)							
					9.23.2.7.3.1	Over 0 to 8 Miles	$243.17	$13.32		15	15	
					9.23.2.7.3.2	Over 8 to 25 Miles	$246.16	$15.90		15	15	
					9.23.2.7.3.3	Over 25 to 50 Miles	$250.66	$22.91		15	15	
					9.23.2.7.3.4	Over 50 Miles	$249.26	$22.49		15	15	
			9.23.2.8	EEL Multiplexing								
				9.23.2.8.1	DS1 to DS0		$206.95		$253.59	A		A
				9.23.2.8.2	DS3 to DS1		$228.05		$253.59	A		A
			9.23.2.9	EEL DS0 Channel Performance								
				9.23.2.9.1	DS0 Low Side Channelization		$11.32			A		
				9.23.2.9.2	DS1 / DS0 Low Side Channelization		$7.22			A		
	9.24	**Intentionally Left Blank**										
	9.25	**Loop Mux Combination (LMC)**										
		9.25.1	Loop Mux, 2-Wire Analog, DS0									
			9.25.1.1	LMC 2-Wire Loop Installation								
				9.25.1.1.1	First				$235.86			1, 5
				9.25.1.1.2	Each Additional				$153.93			1, 5
			9.25.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)								
				9.25.1.2.1	Zone 1		$9.05			15		
				9.25.1.2.2	Zone 2		$14.84			15		
				9.25.1.2.3	Zone 3		$36.44			15		
		9.25.2	Loop Mux, 4-Wire Analog, DS0									
			9.25.2.1	LMC 4-Wire Loop Installation								
				9.25.2.1.1	First				$235.86			1, 5
				9.25.2.1.2	Each Additional				$153.93			1, 5
			9.25.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)								
				9.25.2.2.1	Zone 1		$11.77			15		
				9.25.2.2.2	Zone 2		$19.29			15		
				9.25.2.2.3	Zone 3		$47.37			15		
		9.25.3	Loop Mux, DS1									
			9.25.3.1	LMC DS1 Loop Installation								
				9.25.3.1.1	First				$298.35			1, 5
				9.25.3.1.2	Each Additional				$218.44			1, 5
			9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)								
				9.25.3.2.1	Zone 1		$67.39			15		
				9.25.3.2.2	Zone 2		$67.86			15		
				9.25.3.2.3	Zone 3		$76.06			15		
		9.25.4	Private Line / Special Access to LMC Conversion (as is) (see rates in 9.23.2.5						$40.32			A, 15
		9.25.5	DS0 Channel Performance (see rates in 9.23.2.9)									
			9.25.5.1	Intentionally Left Blank								
			9.25.5.2	DS1 / DS0 Low Side Channelization			$7.22			15		
		9.25.6	LMC Rearrangement									
			9.25.6.1	DS0					$135.44			1
			9.25.6.2	High Capacity					$153.74			1
10.0	**Ancillary Services**											
	10.1	**Local Number Portability**										
		10.1.1	LNP Queries				See CLOC Access Tariff # 11		See CLOC Access Tariff # 11			
		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**										
		10.2.1	911 / E911 - Calling				No Charge		No Charge			
	10.3	**White Pages Directory Listings, Facility Based Providers**										
		10.3.1	Primary Listing				No Charge		No Charge			

Exhibit A
Arizona

		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		$0.34			2, 5	
		10.4.3	Intentionally Left Blank						2
		10.4.4	Intentionally Left Blank						2
		10.4.5	Call Completion, per Call		$0.04			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	Operator Assistance, per Call		$0.60			2, 5	
		10.6.2	Busy Line Verify, per Call		$0.72			2, 5	
		10.6.3	Busy Line Interrupt		$0.87			2	
		10.6.4	Call Branding, Set-Up & Recording				$10,500.00		2, 5
		10.6.5	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		A, 5
		10.7.2	Innerduct Inquiry Fee, per Mile				$381.38		A, 5
		10.7.3	ROW Inquiry Fee				$140.95		A, 5
		10.7.4	ROW Document Preparation Fee				$140.95		A, 5
		10.7.5	Field Verification Fee, per Pole				$35.24		A, 5
		10.7.6	Field Verification Fee, per Manhole				$140.95		A, 5
		10.7.7	Planner Verification, per Manhole				$15.72		A, 5
		10.7.8	Manhole Verification Inspector, per Manhole				$281.90		A, 5
		10.7.9	Manhole Make-Ready Inspector, per Manhole				$422.85		A, 5
		10.7.10	Transfer of Responsibility				$128.42		1
		10.7.11	Pole Attachment Fee, per Foot, per Year						
			10.7.11.1	Urban	$2.57			4	
			10.7.11.2	Non-Urban	$2.57			4	
		10.7.12	Innerduct						
			10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	$0.1924			1	
			10.7.12.2	Innerduct Occupancy Fee, per Foot, per Year	$0.4219			4	
		10.7.13	Access Agreement Consideration				$10.00		2
		10.7.14	Make Ready				ICB		5
12.0	Operational Support Systems								
	12.1	Development and Enhancements, per Order					Under Development		
	12.2	Ongoing Operations, per Order					Under Development		
	12.3	Daily Usage Record File, per Record			No Charge at this Time			5, 12	
	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:
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. Decision No. 60635
E	FCC Docket No. 01-92 Effective 12-29-11
1	Rate not addressed in Cost Docket (estimated TELRIC).
2	Market-based rates
3	ICB, Individual Case Basis
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 DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.

Exhibit A
Arizona

	7	Intentionally Left Blank		
	8	Qwest has not implemented the NID recurring charges but reserves the right to access such a charge in the future.		
	9	Uses Shared Loop Rates		
	10	Intentionally Left Blank		
	11	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in CLOC Tariff F.C.C No.11, Section 5 (Formerly Qwest Tariff FCC No. 1 Section 5)		
	12	Per the terms of the Stipulated Agreement reached November 2001, Qwest will not charge for this element until the Commission has an opportunity to review and approve in Phase III of the cost proceeding.		
	13	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.		
	14	Rate was ordered for a similar element and is being used because the costs for this element are the same.		
	15	Rate was previously ordered for this element in a different section of Exhibit A.		
	@	(Qwest) Element Added or Rate Changed per Amendment		

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CenturyLink®

Service Performance Indicator Definitions (PID)

CenturyLink QC

ICA Exhibit B – PID Version 10.0

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QWEST CORPORATION DBA CENTURYLINK QC'S ("CENTURYLINK QC'S") SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

PID Version 10.0

Introduction

CenturyLink 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 – LSR

Purpose:
Evaluates the quality of CLEC access to the gateway systems offered by CenturyLink QC for CLECs to submit LSRs and associated systems that facilitate access to the gateway(s), focusing on the extent they are actually available to CLECs.

Description:
GA-1-<Name of LSR Gateway or Associated System> [NOTE 1]: Measures the availability of the gateway interfaces through which CLECs process LSRs, and reports the percentage of Scheduled Availability Time the 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.

- 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 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 or system 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: Reported by gateway or associated system, for each LSR submittal gateway and for each system that facilitates access to the LSR gateway(s), to the extent availability is not counted as part of the LSR-processing gateway(s).	**Standard:** Diagnostic
Availability: Available (Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)	**Notes:** 1. Such as "GA-1-IMA-GUI," "GA-1-XML," [NOTE 2] or "GA-1-SIA," with other gateways or systems being limited to those that replace these gateways. 2. GA-1-XML replaces the former GA-8 PID.

GA-3 – Gateway Availability – Repair

Purpose:
Evaluates the quality of CLEC access to the gateway interface offered by CenturyLink QC for CLECs to electronically submit repair trouble tickets, focusing on the extent the gateway is actually available to CLECs.

Description:
GA-3-<Name of Repair Gateway> NOTE 1: Measures the availability of the gateway interface(s) through which CLECs submit repair troubles and reports the percentage of scheduled availability time the 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, 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: Reported by system, for each repair trouble submittal gateway.	**Standard:** Diagnostic
Availability: Available (Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)	1. **Notes:** Such as "GA-3-EB-TA" or "GA-3-Repair GUI" NOTE 2, with other gateways or systems being limited to those that replace these gateways. 2. GA-3-Repair GUI replaces the former GA-6-GUI-Repair PID.

GA-4 – System Availability – ASR

Purpose: Evaluates the quality of CLEC batch access to electronic systems offered by CenturyLink QC for CLECs to submit ASRs, focusing on the extent the systems are actually available to CLECs.	
Description: GA-4-<Name of ASR-processing System> NOTE 1: Measures the availability of the electronic ASR submittal system and reports the percentage of scheduled availability time the 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, 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: Reported by system, for each ASR submittal gateway.	**Standard:** Diagnostic
Availability: Available (Prior to turn-up of new systems that replace those addressed in this measurement, parties will work together to establish a time frame for reporting and review of the new measure.)	**Notes:** 1. Such as "GA-4-EXACT," with other gateways or systems being limited to those that replace this system.

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: LSR-processing gateway(s), repair trouble report-processing gateway(s), and ASR-processing system(s) or gateway(s).[NOTE 2]
- 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 3] 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:** Diagnostic

Availability: Available	**Notes:** 1. "Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC. 2. Such as, "IMA-GUI," "IMA-XML," "CEMR," "EXACT," and "EB-TA," with other gateways or systems being limited to those that replace these gateways/systems. 3. 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).

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-1-<Gateway Type> NOTE 1: 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:** Seconds

Reporting Comparisons: CLEC aggregate.	**Disaggregation Reporting:** Region-wide level. Results are reported by gateway type Results are reported separately for each of the following transaction types, to the extent they are offered through the gateway type: NOTES 2, 3, & 4 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 8. [Left intentionally blank to preserve numbering] 9. Connecting Facility Assignment 10. Meet Point Inquiry Where available through the gateway type, 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 above transaction number 6, Telephone Number, a third part (c) accept screen, will be reported, where available from the gateway type. Otherwise, request/response will be reported as a combined number.

PO-1 – Pre-Order/Order Response Times (continued)

Formula: Σ[(Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Queries Submitted in Reporting Period)	
Exclusions: • Rejected requests/errors, and timed out transactions	
Product Reporting: None	**Standards:** Diagnostic
Availability: Available	**Notes:** 1. Such as "PO-1-XML" or "PO-1-IMA GUI." 2. 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. 3. Results based on a weighted combination of mechanized system tools used in providing the response(s), as applicable, such as ADSL Loop Qualification and Raw Loop Data Tool. 4. In the event that a measured gateway type is replaced and a specified transaction type is not conducive to measurement via simulated transactions (as defined under "Description" above), interested parties will work together to determine whether and how such transaction(s) can and should be measured.

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.
- Invalid start/stop dates/times.

Product Reporting: • Resale • Unbundled Loops (with or without Local Number Portability) • Local Number Portability	**Standards:** Diagnostic
Availability: Available	**Notes:** 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.

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:** Hours: Minutes
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide • PO-3C, LSRs received via facsimile • PO-3X, LSRs received electronically and rejected manually

Formula:
Σ [(Date and time of Rejection Notice) – (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.
- Invalid start/stop dates/times.

Product Reporting: Not applicable	**Standards:** 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 an electronic LSR submittal gateway, (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 an electronic LSR submittal gateway 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 • 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 – (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements – (c) FOCs provided for LNP

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

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

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.
- 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
  (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 Residence POTS	1-39 lines	**24 hours**
LNP	1-50 lines	
Unbundled Loops Analog Loop	1-24 loops	
Sub-Loop [included in Product Reporting group (b)]	1-24 sub-loops	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Enhanced Extended Loops-DS1 (EEL-DS1) 1-24 circuits [included in Product Reporting group (b)]	**48 hours**
	Unbundled Loops w/Facility Check (NOTES 2, 3) 1-24 loops 2-Wire Non-Loaded ADSL-Compatible XDSL-I Capable DS1-Capable	**72 hours**
	For PO-5D: LIS Trunks 1-240 trunk circuits	**8 business days**
	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.	
Availability: Available		

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: A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks	**Standards:** Diagnostic, with retail comparative results also reported as follows: A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) Services
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
• Sub-Loop Unbundling	90%
Zone-Type Disaggregation -	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	90%
2-Wire Non-Loaded Loop	90%
DS1-Capable Loop	Parity with retail DS1 Private Line
xDSL-I Capable Loop	90%
ADSL-Compatible Loop	90%
• Enhanced Extended Loops-DS1 (EEL-DS1)	90%
Availability: Available	**Notes:**

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.

OP-4 – Installation Interval (continued)

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.

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	6 days
Zone-Type Disaggregation -	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	6 days
2-Wire Non-Loaded Loop	6 days
DS1-Capable Loop	5.5 days
xDSL-I Capable Loop	6 days
ADSL-Compatible Loop	6 days
• Enhanced Extended Loops-DS1 (EEL-DS1)	6 days

Availability:	**Notes:**
Available	1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, 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.

OP-5 – New Service Installation 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 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.

- 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).
- 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.
- 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.

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

Formula:
(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

Exclusions:

- Repair trouble reports attributable to CLEC or coded to non-CenturyLink QC, e.g.: Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, CPE, Customer Instruction, Carrier, Alternate Provider, Reports from other than the CLEC/customer that result in a charge if dispatched, Carrier Action (IEC), 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

OP- 5 – New Service Installation Quality (continued)

non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).

- Repair or provisioning trouble reports related to service orders captured as misses under measurements 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:	**Standards:** Parity with retail service
• As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.	*(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.)*

Product Reporting:	**Standards:**
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Parity with retail DS1 Private Line
• Unbundled Loops:	
Analog Loop	Parity with retail Res & Bus POTS with dispatch
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
• LIS Trunks	Parity with Feature Group D (aggregate)

Availability:	**Notes:**
Available	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.

OP- 5 – New Service Installation Quality (continued)

	3. CenturyLink QC's repair management and tracking systems 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. 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. Sub-Loop Unbundling standard: When CLEC order volumes of this element exceed 10 per month, CLEC and CenturyLink QC may work together to identify an applicable benchmark.

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.
- 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-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:	**Disaggregation Reporting:**
CLEC aggregate, individual CLEC, CenturyLink QC retail	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:** Diagnostic, with retail comparatives also reported as specified below
• Resale Residential single line service	Diagnostic (Expectation: Parity with retail service)
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
2-Wire Non-Loaded Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
DS1-Capable Loop	Diagnostic (Expectation: Parity with retail DS1)
xDSL-I Capable Loop	Diagnostic
ADSL-Compatible Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
• Enhanced Extended Loops-DS1 (EEL-DS1)	Diagnostic

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, 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.

Maintenance and Repair

MR-5 – Troubles Cleared within Specified Intervals

Purpose:
Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles, as set forth herein) and on the number of such trouble reports cleared within the specified intervals (i.e., 4 or 24 hours).

Description:
Measures the percentage of trouble reports for specified services that are cleared within 4 or 24 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports (out of service or all troubles, as specified under product reporting below), 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 Zone-type disaggregation In Interval Zone 1 areas MR-5B Zone-type disaggregation In Interval Zone 2 areas MR-5X For Resale Business and Single Line and SubLoops

Formula:
[(Number of Trouble Reports closed in the reporting period that are cleared within interval specified herein) ÷ (Total Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, 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 – Troubles Cleared within Specified Intervals (continued)

Product Reporting:	**Standards:**
Zone-Type Disaggregation – All Troubles Cleared within 4 Hours	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops	
DS1-Capable Loop	Parity with retail DS1
2-Wire Non-Loaded Loop	Diagnostic (no retail comparison)
xDSL-I Capable Loop	Diagnostic (no retail comparison)
ADSL-Compatible Loop	Diagnostic (no retail comparison)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
Non-disaggregated Reporting – Out of Service Cleared within 24 Hours	
• Resale Business Single Line Service	Diagnostic (Expectation: parity with retail)
• SubLoops	Diagnostic (Expectation: parity with retail RES and BUS POTS)
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: ∑[(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] ÷ (Total number of Trouble Reports closed in the reporting period)	
Exclusions: • Trouble reports coded to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC). • Subsequent trouble reports of any trouble before the original trouble report is closed. • Trouble reports 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," as applicable, are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation." • For 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.	

MR-6 – Mean Time to Restore (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
• Sub-Loop Unbundling	Parity with Retail RES and BUS POTS NOTE 1
Zone-Type Disaggregation -	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1 Private Line
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line

Availability: Available	**Notes:**
	1. Should the standard repair interval for SubLoops be changed to 4 hours, as applicable to interconnection agreements (ICAs) of all CLECs opted into the CenturyLink QC performance assurance plan (Exhibit K of ICAs), the retail comparative will become "Retail DS1 Private Line."

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 to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).

MR-7 – Repair Repeat Report Rate (Continued)

- 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.

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Retail DS1 Private Line
Zone-Type Disaggregation -	
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN BRI (designed)
DS1-Capable Loop	Parity with retail DS1 Private Line
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN BRI (designed)
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line
Availability: Available	**Notes:**

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 to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC).
- 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.

Product Reporting:	**Standards:**
• Resale Residential single line service	Parity with retail service
• Sub-Loop Unbundling	Parity with Retail DS1 Private Line
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
2-Wire Non-Loaded Loop	Parity with retail ISDN-BRI
DS1-Capable Loop	Parity with retail DS1 Private Line, except Colorado NOTE 1
xDSL-I Capable Loop	Parity with retail DS1 Private Line
ADSL-Compatible Loop	Parity with retail ISDN-BRI
• Enhanced Extended Loops-DS1 (EEL-DS1)	Parity with retail DS1 Private Line, except Colorado NOTE 1

MR-8 – Trouble Rate (continued)

Availability: Available	**Notes:** 1. In Colorado Only: For DS1-Capable Loops and EEL-DS1s, the following three-tiered standard applies: a. Benchmark of 3% for 3-month rolling average CLEC aggregate result or, if greater than 3%, b. Difference of less than or equal to one percentage point between 3-month rolling average of CLEC aggregate result and corresponding 3-month average Retail comparative result or, if difference is greater than one percentage point, c. Parity in current reported month using DS1 Private Line as retail comparative.

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 to non-CenturyLink QC causes or dispositions, e.g., Customer Action, Non-Telco Plant, Trouble Beyond the Network Interface, Miscellaneous – Non-Dispatch, non-CenturyLink QC, CPE, Customer Instruction, Carrier, Alternate Provider, and Carrier Action (IEC). • 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	**Standard:** Diagnostic, with residential single line retail comparative results also reported
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, 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 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

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:** Diagnostic
Availability: Available	**Notes:**

Billing

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 Residence	**Standard:** Diagnostic (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	**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 – UNE Loops and Resale Residence • BI-3B - Reciprocal Compensation Minutes of Use (MOU)	**Standards:** Diagnostic
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: • UNE Loops and Resale Residence • Reciprocal Compensation (MOU)	**Standards:** Diagnostic
Availability: Available	**Notes:**

Database Updates

DB-1 – Time to Update Databases

Purpose:
Evaluates the time required for updates to the databases of LIDB and Directory Builder.

Description:
- Measures the average time required to update the databases of LIDB and the directory database updating system.
- Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.

Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: • 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-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.

Product Reporting: Not applicable (Reported by database type)	**Standards:** Diagnostic
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.

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: CLEC aggregate, individual CLEC, and CenturyLink QC Interoffice trunk blocking results.	**Disaggregation Reporting:** Statewide level. 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.

Exclusions:
<u>For NI-1A and NI-1B only</u>:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
  - A Trunk Group Service Request (TGSR) [NOTES 1 & 2] or the equivalent (if replaced by another process) has been issued in the reporting period; or
  - CLECs do not submit, within 20 calendar days of receiving a TGSR or equivalent:
    - Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons [NOTE 3]);
    - Trouble Reports; or
    - Notification of traffic re-routing (as described in Note 1 below).

NI-1 – Trunk Blocking (Continued)

For NI-1A, NI-1B, NI-1C, and NI-1D:

a) 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;

   a) 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

   b) 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:** Diagnostic, with retail comparative results also reported as specified below for NI-1A and NI-1B:
LIS Trunks	• NI-1A: Comparison with CenturyLink QC Interoffice Trunks to tandems • NI-1B: Comparison with CenturyLink QC Interoffice Trunks to end offices

Availability:	**Notes:**
Available	1. CenturyLink QC uses TGSRs (or equivalent, as explained above under "Exclusions") 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

NI-1 – Trunk Blocking (Continued)

	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. 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. c. This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.

Collocation

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

CP-2 – Collocations Completed within Scheduled Intervals (continued)

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, 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.

CP-2 – Collocations Completed within Scheduled Intervals (continued)

- 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:** Diagnostic

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).

DEFINITIONS 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 Resale Residence, 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.

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, Christmas, and such additional holidays when implemented in all Interconnection Agreements. 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.

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.

DEFINITIONS OF TERMS (continued)

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 Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 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.

DEFINITIONS OF TERMS (continued)

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.

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).
- 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 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.

DEFINITIONS OF TERMS (continued)

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.

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 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.

GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ADSL	Asymmetric Digital Subscriber Line
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CSR	Customer Service Record
DB	Database
DS1	Digital Service 1
EELS	Enhanced Extended Loops
EXACT	Exchange Access, Control, & Tracking
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
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)
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems
PON	Purchase Order Number
POTS	Plain Old Telephone Service
RFS	Ready for Service (refers to collocation installations)
SOP	A service order processor
TN	Telephone Number
UNE	Unbundled Network Element
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.)

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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 to: **Manager, CenturyLink Joint Use, 700 West Mineral Ave NM M30.13 Littleton, CO 80120 303-707-3165** together with payment for the Inquiry amount which may be remitted in the form of a check payable to 'CenturyLink', or through an Electronic Funds Transfer (EFT) if the CLEC has completed the EFT Pre-application via the EFT process.

A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:

Exhibit D

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 to: **Manager, CenturyLink CLEC Joint Use, West Mineral Ave NM M30.13 Littleton, CO 80120 303-707-3165** together with payment for the Verification amount which may be remitted in the form of a check payable to CenturyLink, or through an Electronic Funds Transfer (EFT) if the CLEC has completed the EFT Pre-application via the EFT process. An email copy of this

Exhibit D

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 to: **Manager, Joint Use Supervisor, West Mineral Ave NM M30.13 Littleton, CO 80120** together with payment for the Occupancy amount which may be remitted in the form of a check payable to CenturyLink, or through an Electronic Funds Transfer (EFT) if the CLEC has completed the EFT Pre-application via the EFT process. Send a copy to: wholesale.servicessupportteam@centurylink.com.

Exhibit D

		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 Manhole at	To Manhole at	Cable and 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

(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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1.2 Intentionally Left Blank.

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

Twelve States

(Excludes MN and WA)

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

Non- Local Minutes that are CLEC's responsibility (C):

- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC
- All Toll VoIP–PSTN MOU that CLEC sends to CenturyLink

The mathematical equation for RUF is as follows:

CenturyLink Responsibility: (A) / (A+B+C) Rounded to nearest whole percentage

CLEC Responsibility: (B +C) / (A+B+C) 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 – Redesigned PAP
CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest Corporation dba CenturyLink QC ("CenturyLink QC") and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP" or "Plan"), prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region, interLATA service and as subsequently modified in accordance with the orders issued by the state commission ("Commission") with statutory authority over telecommunications.

2.0 Plan Structure

2.1 The PAP is a remedy payment and performance-monitoring plan. CenturyLink QC shall be subject to self-executing payments to CLEC for submeasurements, that are designated as "payment eligible" in Section 3.0 and that have parity or benchmark standards, as identified in Interconnection Agreement Exhibit B (Performance Indicator Definitions or "PIDs"), which generate payments (described in Sections 7.0 and 8.0). For measurements and submeasurements (PIDs) that are designated as "diagnostic" in Section 3.0, CenturyLink QC will report their performance results for monitoring purposes.

3.0 Performance Measurements

3.1 Payment-Eligible PIDs and Submeasurements. The performance measurements and submeasurements that are eligible to trigger payments under the PAP and are thus subject to the PAP payment mechanisms are the following:

3.1.1 Payment-Eligible PIDs:

- PO-5 Firm Order Confirmations (FOCs) on Time
- OP-3 Installation Commitments Met
- OP-4 Installation Interval
- OP-5 New Service Installation Quality
- OP-8 Number Portability Timeliness
- MR-5 All Troubles Cleared w/in 4 Hours
- MR-6 Mean Time to Restore
- MR-7 Repair Repeat Report Rate
- MR-8 Trouble Rate

3.1.2 Payment-Eligible Submeasurements (Products or Services):

- EEL DS1
- LIS Trunks
- 2-Wire Non-Loaded Loops
- Analog Loops
- DS1 Loops
- Sub-Loops

EXHIBIT K – Redesigned PAP
CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

- xDSLi Loops
- ADSL Loops
- Residential Resale
- LNP

3.2 Performance Standards. There are two types of standards, "parity" and "benchmark."

3.2.1 Parity standards apply statistical and other related calculations defined in Sections 4.0 through 8.0 to determine whether reported performance results meet parity standards or trigger payments.

3.2.2 Benchmark standards do not apply statistical methodologies, but instead apply a "stare and compare" approach and other calculations defined in Sections 4.0 through 8.0 to determine whether the reported performance results meet benchmarks or trigger payments.

3.2.3 Where applicable elsewhere in the PAP, this provision modifies other provisions and operates as follows: For any 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.

3.3 Diagnostic PIDs.

- GA-1 Gateway Availability – LSR (includes former GA-8)
- GA-3 Gateway Availability – Repair (includes former GA-6)
- GA-4 Gateway Availability – ASR
- GA-7 Timely Outage Resolution – Software
- PO-1 Pre-Order / Order Response Times
- PO-2 Electronic Flow Through
- PO-3 LSR Rejection Notice Interval
- PO-9 Timely Jeopardy Notices
- OP-15 Interval for Orders Delayed Past Due Date
- MR-11 LNP Trouble Reports Cleared
- MR-9 Repair Appointments Met
- BI-2 Invoices Delivered within 10 days
- BI-3 Billing Accuracy – Adjustments for Errors
- BI-4 Billing Completeness
- DB-1b Time to Update Databases – LIDB
- DB-1c Time to Update Databases – Listings
- NI-1 Trunk Blocking

EXHIBIT K – Redesigned PAP
CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

- CP-2 Collocations Completed

EXHIBIT K – Redesigned PAP
CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

4.0 Statistical Methodology

4.1 For all submeasurements with benchmark standards ("benchmark submeasurements"), as designated in the PIDs, the determination of CenturyLink QC's conformance with Plan and PID standards will involve comparing performance levels reported for submeasurements against benchmarks established in the PIDs on a "stare-and-compare" basis (i.e., with no additional statistical methodology applied).

4.2 For all submeasurements with parity standards ("parity submeasurements"), as designated in the PIDs, the determination of CenturyLink QC's conformance with Plan and PID standards will involve comparing statistical z-scores associated with performance levels reported for submeasurements against statistical critical values as defined in Section 5.0. The calculation of z-scores will be based on a statistical test, called the "modified z-test," as defined in Section 4.4 below, to determine whether a parity condition exists between the results for CenturyLink QC and for CLEC.

4.3 For the purpose of this Section, the CenturyLink QC results will be the CenturyLink QC monthly retail results as specified in the PIDs.

4.4 The modified z-test shall be applicable if the CLEC sample size is greater than 30 for a given submeasurement. The formula for determining parity using the z-test is:

$$z = DIFF / \sigma_{DIFF}$$

Where:

$DIFF = M_{CenturyLink\ QC} - M_{CLEC}$

$M_{CenturyLink\ QC}$ = CenturyLink QC average or proportion

M_{CLEC} = CLEC average or proportion

σ_{DIFF} = square root $[\sigma^2_{CenturyLink\ QC} (1/ n_{CLEC} + 1/ n_{CenturyLink\ QC})]$

$\sigma^2_{CenturyLink\ QC}$ = Calculated variance for CenturyLink QC

$n_{CenturyLink\ QC}$ = number of observations or samples used in CenturyLink QC submeasurement

n_{CLEC} = number of observations or samples used in CLEC submeasurement

In calculating the difference between CenturyLink QC and CLEC performance, the above formula applies 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} - $M_{CenturyLink\ QC}$.

4.5 For parity submeasurements for which the number of data points is less than or equal to 30, CenturyLink QC will apply a permutation test to determine statistical significance. For such parity submeasurements reported as percentages, where the number of data points is less than or equal to 30, CenturyLink QC will apply an exact proportions test (a form of permutation testing that applies to metrics reported as percentages).

The permutation test for metrics reported as intervals will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- 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 randomly subdivided data is greater than the actual z statistic.
- Compute the fraction (p-value) of permutations for which the z statistic for the rearranged data is greater than the z statistic for the actual samples.

The exact proportions permutation test for metrics reported as percentages will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- Calculate the combined (CLEC and Retail) percentage result for the metric.
- Identify the possible configurations of Retail metric results and CLEC metric results that could exist in the actual data and yield more extreme differences between CLEC and Retail results, while still yielding the same combined CLEC-Retail result.
- For each such configuration of results that yields a more extreme difference than seen in the actual reported results, calculate the probability of observing that more-extreme result, given the actual combined result.
- Calculate the sum of the probabilities of the more-extreme data configurations. This sum constitutes the p-value that represents the total probability of observing a more extreme difference between CLEC and Retail results than seen in the actual data.

If the resulting p-value is greater than α (alpha), the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. Alpha = 0.05, except as specified elsewhere herein. For individual month testing for performance measurements involving LIS trunks and DS-1s that are Unbundled Loops (performance measurements:

OP-3D/E, OP-4D/E, OP-5, MR-5A/B, MR-7D/E, and MR-8) with sample sizes of 1-10,

alpha = 0 .15. When submeasurements disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value for any submeasurements when the CLEC sample size is greater than 30. It is based on the monthly business volume of the CLEC for the particular performance submeasurements for which statistical testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	**Critical Z-Value**
31-150	1.645
151-300	2.0
301-600	2.7
601-3000	3.7
3001 and above	4.3

5.2 When the CLEC sample size is greater than 30, CenturyLink QC's performance to a CLEC for a relevant parity submeasurement will be considered to be "in parity" in a month when the z-score calculated pursuant to Section 4.4 is equal to or less than the appropriate critical z-value identified in Section 5.1, Table 1, except as allowed in Section 3.2.3.

6.0 Non-Conformance Definitions and Payment

6.1 Each month's reported performance results for payment-eligible submeasurements will be evaluated to determine whether established standards (benchmark or parity) have not been met.

6.2 Based on the evaluation completed pursuant to Section 6.1 above for the current and prior two months, levels of non-conformance will be determined according to the following definitions, for a given submeasurement:

- **Level 3** Non-Conformance exists for any month in which CenturyLink QC fails to meet the established standard to the extent defined for a Level 3 non-conformance in Section 6.3, Table 2, below.
- **Level 2** Non-Conformance exists for any month, in which a Level 3 non-conformance is not found, that fails to meet the established standard for two consecutive months, each to the extent defined for Level 2 in Section 6.3, Table 2, below.
- **Level 1** Non-Conformance exists for any month, in which a Level 2 or Level 3 non-conformance is not found, that fails to meet the established standard for

three or more consecutive months, each to the extent defined for Level 1 or Level 2 in Section 6.3, Table 2, below.

6.3 Levels 1, 2, and 3 non-conformance are determined according to the difference ("D_P" or "D_B", as defined in Table 2 and as calculated in 6.3.1 below) between the reported submeasurement performance level provided to CLEC and the established standard.

TABLE 2

PARITY STANDARDS	
Difference from Standard	**Level**
$0 < \lvert D_P \rvert < 0.5$	Level 1
$0.5 <= \lvert D_P \rvert < 2$	Level 2
$\lvert D_P \rvert >= 2$	Level 3
BENCHMARKS as PROPORTIONS	
Difference from Standard	**Level**
$0 < D_B < 5$	Level 1
$5 <= D_B < 15$	Level 2
$D_B >= 15$	Level 3
BENCHMARKS as MEANS or AVERAGES	
Difference from Standard	**Level**
$0 < D_B < 25$	Level 1
$25 <= D_B < 50$	Level 2
$D_B >= 50$	Level 3

6.3.1 The difference, "D_P" or "D_B," is calculated as follows for a given submeasurement:

For PIDs with Parity Standards, and given Z^T (the z-score as calculated per Section 4.0):

$$D_P \boxed{= \frac{R - C}{S}}$$

where $\mathbf{R}$ is CenturyLink QC's performance level (mean, proportion, or rate) provided for the retail comparative product or service; C is CenturyLink QC's performance level delivered to CLEC; and S is the calculated statistical standard deviation corresponding to Z^T calculated for this comparison (and S is the same as "$\sigma_{\text{CenturyLink QC}}$," as found in Section 4.4 above). Thus, D_P

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reflects the difference between CenturyLink QC and CLEC performance

levels, in terms of the number of standard deviations (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

This calculation assumes that higher values of R and C mean better service ("higher is better"). For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, where higher is better, the numerator should be positive when the performance delivered to CLEC is worse than the performance provided for the retail comparative.

For PIDs with Benchmark Standards:

$$D_B \boxed{= \frac{C - B}{B}}$$

where C is CenturyLink QC's performance level (mean, proportion, or rate) delivered to CLEC, and B is the benchmark value established for the submeasurement in the PIDs.

This calculation assumes that higher values of C and B mean better service. For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, the numerator should be positive when the performance levels delivered to CLEC are worse than the benchmark. Thus, D_B reflects the difference between CenturyLink QC and CLEC performance levels, in terms of the number of benchmark increments (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

6.3.2 The allowances set forth in Section 3.2.3 shall apply, such that submeasurements that qualify for those allowances shall be considered to be conforming to PAP and PID standards.

6.4 Payments to CLEC are triggered only when the reported submeasurement performance level for the month being evaluated has failed to meet its established benchmark or parity standard and is non-conforming at one of the three levels defined in Section 6.2 above. The calculation methodology for payments thus triggered is set forth in Section 7.0 below.

6.5 For all parity submeasurements with sample sizes less than or equal to 30, CenturyLink QC shall calculate and report payments based upon the permutation test or the exact proportions test as set out in Section 4.5.

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6.6 CenturyLink QC's performance to a CLEC for a given submeasurement will be considered to be conforming with PAP and PID standards in any month where the CLEC performance result is "better" than or equal to the benchmark or retail comparative performance result as defined in Sections 6.1, after applying allowances, if any, under 3.2.3.

6.7 Where the CLEC performance is "worse" than the retail comparative performance result, parity submeasurements shall rely on the statistical methodology set forth in Sections 4.0 and 5.0 of this Plan, to determine whether the comparison of CLEC and retail comparative constitutes statistical parity.

7.0 Calculation of Payments to CLEC

7.1 Payments to CLEC under the PAP are to be made on a per-occurrence basis. The formulas set forth below shall be used to determine the total number of occurrences upon which CenturyLink QC is required to make payments to CLEC.

For percentage submeasurements, the PAP uses the following formula:

CLEC Occurrences = Absolute value of (CLEC result – standard result) multiplied by CLEC volume.

For interval submeasurements, the PAP uses the following formula:

CLEC Occurrences = Absolute value of ((CLEC result – standard result) divided by the standard result), which is then multiplied by CLEC volume.

7.1.1 Standard Result Applicable from January 1, 2014 forward:

7.1.1.1 For a benchmark submeasurement, the "standard result" used in the above formulas is the benchmark set forth in the PIDs.

7.1.1.2 For a parity submeasurement, the "standard result" is a calculation of the performance result (average, mean, or percentage, as applicable) that would yield the critical value set forth in Section 5.0.

7.1.2 Standard Result Applicable from July 1, 2013 through December 31, 2013 *(after which this section 7.1.2 expires and may be removed from PAP)*: For the above formulas, for payment-eligible parity submeasurements, the "standard result" used in the above formulas is the average of the prior six months' retail performance adjusted by the relevant variance factor in Appendix A, Section A-6.1, Table A-2. For submeasurements with a benchmark, the standard is the benchmark.

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7.2 For interval submeasurements, the number of occurrences shall not exceed the CLEC volume for the particular submeasurement.

7.3 If CenturyLink QC's performance levels delivered to CLEC falls into one of the non-conformance levels defined in Section 6.0 for a payment-eligible submeasurement, CenturyLink QC shall make a per occurrence payment to CLEC as specified in Table 3 below, subject to further modification by escalation payment increments as set forth in Section 8.0. That payment shall be calculated according to the following formula:

Payment = (Applicable per-occurrence payment amount from Table 3 or from Table 4 if applicable) x (number of CLEC Occurrences)

TABLE 3: BASE PER OCCURRENCE PAYMENT INCREMENTS

Non-Conformance Level	Per-Occurrence Payment Increments	
	Colorado & Minnesota	Other States
Level 1	$225.00	$150.00
Level 2	$337.50	$225.00
Level 3	$450.00	$300.00

8.0 Calculation of Escalation Payments

8.1 CenturyLink QC's non-conforming performance for payment-eligible submeasurements shall be subject to escalating per occurrence payments pursuant to Table 4 below.

8.2 Payments for continuous months of non-conforming performance (as defined in Section 6.0) for a particular submeasurement will be made on a per occurrence basis (as defined in Section 7.0) using the dollar amounts specified in Table 4. The dollar amounts escalate depending upon the number of consecutive months for which CenturyLink QC has had non-conforming performance. The dollar amounts specified in Table 4 indicate the total amounts applicable per occurrence for each month with the base or "Month 1" per-occurrence payment increments being those specified in Table 3 of Section 7.0. Payment escalation is capped at Month 12, such that, for continuing non-conformance in Months 13 and beyond, consecutively, the payment amount remains at the level that would apply for Month 12 in accordance with Table 4.

8.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if CenturyLink QC has four consecutive months at *any* of the three non-conformance levels, it will make payments that escalate from Month 1 to Month 4 as shown in Table 4. If, in the next month (Month 5), service meets the standard, CenturyLink QC makes no payment. A payment "indicator" de-escalates down from Month 4 to Month 3. If CenturyLink QC service is non-conforming in the following month (Month 6), it will make payment at the Month 3 level of Table 4, because that is where the payment "indicator" moved in Month 5. If CenturyLink QC misses again the following month (Month 7), it will make payments at the Month 4 level. If CenturyLink QC's performance then meets the applicable standard for Months 8, 9 and 10, the payment level will de-escalate to the Month 1 level. The non-conformance level of the current month's performance, coupled with the escalation month number, determines the payment increment to be used from Table 4.

TABLE 4: PER-OCCURRENCE PAYMENTS TO CLEC--WITH ESCALATION

Per Occurrence	**Consecutive Months of Non-conforming Performance at Any Level**				
Measurement Group	Month 1	Month 2	Month 3	Month 4	Each following month after Month 4 add
Colorado and Minnesota					
Level 1	$225.00	$250.00	$500.00	$600.00	$100.00
Level 2	$337.50	$362.50	$612.50	$712.50	$100.00
Level 3	$450.00	$475.00	$725.00	$825.00	$100.00
Other States					
Level 1	$150.00	$175.00	$350.00	$450.00	$100.00
Level 2	$225.00	$250.00	$500.00	$600.00	$100.00
Level 3	$300.00	$325.00	$650.00	$750.00	$100.00

8.3 All of the payments (100%) shall be made only to those CLECs that have opted into the PAP.

9.0 The Special Fund *[Applicable only in Colorado, Iowa, and Wyoming, which have a PAP Special Fund]*

9.1 Earlier instances of the PAP established the Special Fund, which contained payments generated by the former Tier 2 provisions of the PAP. CenturyLink QC shall keep the remaining balance of Special Fund moneys in an interest-accruing bank account.

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9.2 Potential uses for this fund include: paying a technical advisor for the Commission's PAP Revision process; and, if the Commission so decides, paying for additional audits of CenturyLink QC's performance measurement and reporting, and paying other administrative expenses.

9.3 Upon implementation of the PAP, the Commission shall decide how to use the remainder of this fund. The uses shall be competitively neutral efforts in the telecommunications field that do not benefit CenturyLink QC directly.

10.0 Cap on Total Annual Payments

10.1 There shall be an annual cap on payments for performance under the PAP as follows:

- Arizona $67 million
- Colorado $100 million
- Idaho $40 million
- Iowa $36 million
- Minnesota $100 million
- Montana $22 million
- Nebraska $25 million
- New Mexico $39 million
- North Dakota $13 million
- South Dakota $10 million
- Utah $52 million
- Oregon $48 million
- Washington $79 million
- Wyoming $18 million

10.2 The following shall not count toward the annual cap: any penalties imposed by the Commission; any penalties imposed directly by the PAP for failure to report, failure to report timely, or failure to report accurately; any liquidated damages under another Interconnection Agreement; any interest payments; and any damages in an associated action.

10.3 If CenturyLink QC payments equal or exceed the annual cap for two years in a row or equal or exceed 1/3 of the annual cap in a combination of two consecutive months, the Commission shall have the authority to open a proceeding to request CenturyLink QC to explain the non-conforming performance and show that it did not result from CenturyLink QC's failure to avoid reasonably foreseeable risks.

11.0 Timing and Form of Payment

11.1 All payments to CLEC shall be made on the last business day of the month following the due date of the performance measurement report for the month for which payment is being made.

11.1.1 Notwithstanding Section 11.1, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall compare for payment purposes the MR-8 calculated payment amount with the sum of the OP-5 and MR-7 calculated payment amounts, for the same performance data month, to determine whether the MR-8 payment amount or the combined OP-5 and MR-7 payment amount is the larger amount. In the event the two amounts are the same, the MR-8 payment amount will be considered to be the larger payment amount. Based on determination of the larger payment amount, CenturyLink QC shall pay either the MR-8 payment amount or both the OP-5 and MR-7 payment amounts. However, since the performance results for OP-5 and MR-7 are available one month later than the MR-8 performance results for the same performance data month, the applicable payments shall be made on the last business day of the month following the due date of the performance report for OP-5 and MR-7, except as allowed in Section 11.5.

11.2 All payments shall be by credits to CLEC bills. CenturyLink QC shall be allowed, after obtaining the individual agreement of CLEC, to make such payments through the use of electronic fund transfers to CLEC. However, once CenturyLink QC and CLEC agree on a method of payment (*e.g.*, wire transfer or check), CenturyLink QC shall not change the method of payment without the permission of CLEC. CenturyLink QC shall be able to offset payments to CLEC with a bill credit applied against any non-disputed charges that are more than 90 days past due.

11.3 CenturyLink QC shall provide monthly payment information at the same time that the performance reports are due. Monthly payment information shall include the payment calculations.

11.3.1 Notwithstanding Section 11.3, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall provide the MR-8 monthly payment information at the same time that the payment information for OP-5 and MR-7 for the same performance data month is due, to allow for the applicable payment determinations for MR-8, OP-5, and MR-7 as stated in Section 11.1.1 above, except as allowed in Section 11.5.

11.4 In the case of late payments and underpayments, CenturyLink QC shall pay interest to CLEC calculated at the current Commission-prescribed customer deposit rate on the amount in question *(i.e., as of May 24, 2013, for Arizona, Colorado, Idaho, Minnesota, New Mexico, North Dakota, Oregon, Washington, and Wyoming)* or, in the absence of a current Commission-prescribed customer deposit rate *(i.e., as of May 24, 2013 for Iowa, Montana, Nebraska, South Dakota, and Utah)*, at the U.S. Treasury rate in place at the beginning of the current calendar year. Should CenturyLink QC demonstrate to the relevant CLEC that it overpaid, it shall be able to deduct from future payments in any state in which CLEC has opted into a CenturyLink QC PAP any past overpayment, along with interest calculated at the aforementioned rate for the amount in question.

11.5 CenturyLink QC may petition the Commission for credits to PAP payments for the recovery of prior PAP payments made, which have been determined to be unnecessary and unjustified by the Commission. Any such request shall only seek recovery of payments made within the prior twelve consecutive months from the date of the petition.

12.0 Reporting

12.1 CenturyLink QC will provide the Commission and CLECs opting into the PAP with a monthly report of CenturyLink QC's performance for the payment-eligible PIDs. These reports shall contain any carry-over payment amounts and calculations as well as the current month's information. CenturyLink QC will collect, analyze, and report performance data for these PID measurements. CenturyLink QC will store such data in easy-to-access electronic form for one year after they have been produced and for an additional two years in an archived format. Any failure to follow these requirements shall be treated as a violation of the PAP integrity requirements discussed in Section 16.4.

12.2 On or before the last business day of each month following the relevant performance or payment period, CenturyLink QC shall post the individual CLEC monthly performance (for payment-eligible and diagnostic PIDs) and payment reports (for payment-eligible PIDs) to a secure part of the PAP website and the aggregate state performance and payment reports to the public part of the PAP website. In addition, CenturyLink QC must officially file with the Commission, one electronic copy in an Excel format, of all CLEC individual monthly reports under seal and one electronic copy in an Excel format of the state aggregate report in the public file. If CLEC requests hard copies of its individual reports, CenturyLink QC should make those hard copies available at no cost to CLEC.

12.3 In the case of late reporting, CenturyLink QC shall make a payment to the state general fund or the equivalent (as directed by the Commission) of $500 per calendar day for each day the report is late. This amount represents the total payment for missing a reporting deadline, rather than a payment per report and does not count against the cap described in Section 10.1. This payment shall begin on the report due date and continue until the report is actually distributed.

12.4 If any inaccurate reporting is revealed by an audit, CenturyLink QC shall make any payments due to the CLEC as a result of the inaccurate reporting plus an additional payment of 25% of the amount due as a result of the underpayment.

12.5 In addition to the Section 12.4 payment, if as a result of an inaccurate report, any bill over $25,000 is adjusted upwards by 25% or more, CenturyLink QC shall also incur a late reporting payment as set forth in Section 12.3. This payment shall begin on the report due date and shall continue until the day the discrepancy is resolved.

12.6 If a discrepancy is revealed solely by CenturyLink QC, and CenturyLink QC self-corrects the discrepancy prior to the monthly payment being due, no additional liability shall

be assessed. If CenturyLink QC self-corrects the erroneous reports before an audit on the relevant measurements in question begins but after the relevant payment is made, it shall

be responsible for paying the additional amount owed due to the non-conforming performance as well as interest on this amount at the rate set forth in Section 11.4.

12.7 If a discrepancy is revealed by a CenturyLink QC-CLEC data reconciliation process or any other inquiry, CenturyLink QC shall pay the additional amount owed as well as interest on any late additional amount at the rate set forth in Section 11.4.

12.8 If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upwards three months in a row, CenturyLink QC must pay the additional amount and an additional penalty to CLEC as if the discrepancy had been revealed by an audit (see Section 13.7) for that third month and for each consecutive month that the CLEC reveals additional payments via data reconciliation.

12.9 If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upward five times in a calendar year, CenturyLink QC must pay the additional amount and an additional penalty to CLEC as if the discrepancy had been revealed by an audit for that fifth month and for all other months in that calendar year that the CLEC reveals additional payments via data reconciliation.

13.0 Audits of Performance Results

13.1 CenturyLink QC shall carefully document any and all changes that CenturyLink QC makes to the Performance Measurement and Reporting System. A summary of this change log shall be displayed on a public website dedicated to PAPs. Details shall be made available in a timely manner upon request. The Performance Measurement and Reporting System is defined to include at least: elements of CenturyLink QC's Regulatory Reporting System that constitute the data collection programs (*i.e.*, the software code used by CenturyLink QC to determine which data fields are used and how they are used), the underlying data extracted by the data collection programs and data reference tables (*e.g.*, USOC tables, wire center tables, *etc.*, used in the calculation of measurements), the data staging programs (programming code used to organize and consolidate the data), the calculation programming (the code used to implement the formula defined for a measurement), and the report generation programs (including the report format and report file creation). This change log shall contain, at a minimum, a detailed description of the change (in plain English); the effects of the change, the reason for the change, the dates of notification and of implementation, and whether the change received Commission approval.

13.2 CenturyLink QC shall be allowed to change management processes that improve accuracy or that improve efficiency without sacrificing accuracy of submeasurement results. These changes are at CenturyLink QC's discretion, but also may be subject to other requirements, as applicable, that address change management in the Interconnection Agreement. Omitted or inaccurate changes shall result in CenturyLink QC being required to pay a $2,500 fine, plus interest at the rate set forth in Section 11.4, accrued from the time the change took effect. The payment of this fine shall go to the state general fund or equivalent (as directed by the Commission), and such payment does not count against the annual cap described in Section 10.1.

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When making any changes to the Performance Measurement and Reporting System in a manner whereby the relevant data cannot be reconstructed under the prior approach, CenturyLink QC shall record the change to the change log and notify CLECs that have interconnection agreements opting into the PAP.

13.3 As part of the data reconciliation process (see Section 13.4 below), CLEC shall have the right to request access to the raw, excluded data and business rules or other basis relied upon by CenturyLink QC to exclude the data from the most recent month's report. The records and data must be turned over, in a mutually-agreeable format within two weeks of the request.

13.4 CLEC may request a mini-audit of the performance measurement results covering CenturyLink QC's performance to CLEC for any payment-eligible and diagnostic submeasurements. However, a CLEC will not be allowed to commence such an audit unless and until (1) CLEC has requested access to the raw data and business rules and attempted to meet with CenturyLink QC to attempt data reconciliation for any discrepancies by presenting its own version of the data calculation and comparing it to CenturyLink QC's to demonstrate the areas in which CenturyLink QC allegedly erred, and (2) CenturyLink QC and CLEC are unable to reach agreement about any alleged discrepancy through the CenturyLink QC-CLEC data reconciliation process. CenturyLink QC must provide the necessary expertise and work in good faith to attempt to answer CLEC concerns. CenturyLink QC's experts must be available for requested meetings to take place within 10 business days of the CLEC request, but CenturyLink QC may attempt to resolve the issue over the phone or via email before holding a face-to-face meeting.

13.5 Upon CLEC request, data files of the CLEC raw data, or any subset thereof, and business rules or other basis used to generate the reports as part of the data reconciliation process will be transmitted, without charge, to CLEC, within two weeks of the request, in a mutually acceptable format, protocol, and transmission medium.

13.6 The scope of the mini-audit allowed under this PAP is limited to the relevant payment-eligible and diagnostic submeasurements that were the subject of and determined to be suspect, through the CenturyLink QC-CLEC data reconciliation process.

13.7 The mini-audit shall be conducted by a qualified independent Auditor (i.e., an auditor that has experience with multiple, prior performance measurement audits in the telecommunications industry) selected by CenturyLink QC and agreed upon by CLEC. CLEC shall pay the Auditor's fees and expenses, and CLEC and CenturyLink QC shall bear their own costs. If a mini-audit identifies a non-conformance that materially affects the results (material being defined as a deficiency that requires an additional payment of at least 10% more than the total amount paid on the submeasurements examined by the mini-audit) by CenturyLink QC, CenturyLink QC shall pay the Auditor's fees and expenses. In addition, CenturyLink QC shall resolve the identified problems and shall pay any applicable

payments under the late payment provisions. CenturyLink QC shall also pay other CLECs any appropriate payments and penalties based on problems uncovered in the mini-audit. If

the Auditor does not identify any non-conformance, CLEC shall not be allowed to request another mini-audit during the six months after the initial mini-audit request; however, CLEC is nevertheless permitted to request CenturyLink QC-CLEC data reconciliation during that time.

13.8 If CLEC proves to the Commission via the dispute resolution process that CenturyLink QC did not work in good faith to resolve the issues prior to the initiation of a mini-audit, the Commission can shift the Auditor's fees and expenses to CenturyLink QC, and the six-month moratorium on mini-audits shall then be waived.

13.9 *[Applicable to Colorado, Iowa, and Wyoming only, to the extent the Special Fund has a sufficient remaining balance]* The Commission reserves the right to choose to conduct an audit itself, with the assistance of an outside Auditor if it chooses. Such an audit shall be paid for through the Special Fund. If the audit reveals any material non-conformance (as defined above) in CenturyLink QC's performance reporting, CenturyLink QC shall reimburse the costs of the audit and, where appropriate, shall make applicable payments to CLECs or Special Fund as described above.

14.0 Waiver of Payments

14.1 CenturyLink QC may seek a waiver of the obligation to make payments pursuant to this PAP by seeking an exception on any of the following grounds:

(1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards and parity submeasurements).

(2) A work stoppage (as to benchmark standards and parity submeasurements).

(3) An act or omission by CLEC that is in bad faith and designed to "game" the payment process; or

(4) A material failure by CLEC to follow the applicable business rules.

14.2 Such waiver will be sought by CenturyLink QC by petitioning the Commission and providing notice to all CLECs operating in the state.

14.2.1 Prior to petitioning the Commission for a waiver, CenturyLink QC shall provide notice to all affected CLECs and Commission Staff of its intent to seek such waiver.

14.2.2 Within ten days of such notice, CLEC(s) must respond and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. Within twenty days of such notice, Commission Staff must respond and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. If CLEC opposes such request, prior to seeking Commission approval, CenturyLink QC and

CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues.

14.2.3 After receipt of the responses and use of the dispute resolution process, if necessary, under Section 14.2.2, CenturyLink QC may file a petition with the Commission requesting a waiver. CenturyLink QC may indicate in its petition its understanding of the extent of opposition to its request based on the responses provided under Section 14.2.2 and/or the outcome of the dispute resolution process. Any waiver request must contain an explanation of the circumstances that justify the waiver, and any and all relevant documentation relied upon to support the request. To establish that the circumstances warrant granting of a requested waiver, CenturyLink QC must show the existence of those circumstances by a preponderance of the evidence. For any such action, CenturyLink QC shall be required to pay the disputed credits or place the disputed amount of money into an interest-bearing escrow account until the matter is resolved.

15.0 Limitations

15.1 CenturyLink QC's agreement to implement these enforcement terms, and specifically its agreement to make any payments hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance. CLEC may not use (1) the existence of this enforcement plan or (2) CenturyLink QC's current, former Tier 1, or former Tier 2 payments as evidence that CenturyLink QC has discriminated in the provision of any facilities or services under Sections 251 or 252 of the Act or has violated any state or federal law or regulation. CenturyLink QC's conduct underlying its performance measures, however, is not made inadmissible by this SGAT term. By accepting this performance remedy plan, CLEC 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. (Nothing herein is intended to preclude CenturyLink QC from introducing evidence of any payments under these provisions for the purpose of precluding additional payments or offsetting any payments against any other damages or payments 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.

15.2 This PAP contains a comprehensive set of performance submeasurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety, into its interconnection agreement with CenturyLink QC in lieu of other alternative standards or relief, except as stated in Sections 15.3, 15.4, and 15.5.

15.2.1 Subsequent changes to the PAP approved by the Commission will be incorporated into individual interconnection agreements that contain the PAP as soon as the effective date of the Commission order, and without further Amendment to those Agreements.

15.3 In electing the PAP in states in which there exist wholesale service quality rules, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this PAP shall constitute an "agreement of the parties" to opt out of those rules) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the PAP. The PAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

15.4 Payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the PAP, CLEC must first seek permission through the Dispute Resolution Process set forth in Section 16.0 to proceed with the action. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages awarded through this action shall be offset with payments made under this PAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC's contract action relates to an area of performance not addressed by the PAP, no such procedural requirement shall apply.

15.5 If for any reason CLEC agreeing to this PAP is awarded compensation for the same harm for which it received payments under the PAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not CenturyLink QC in its discretion, can judge what amount, if any, of PAP payments should be offset from any judgment for a CLEC in a related action.

15.6 The Commission shall have the right to modify this plan in accordance with Section 17.0.

16.0 Dispute Resolution Process

16.1 The dispute resolution process specified in this PAP does not replace or in any way limit, among other things, the processes for resolving interconnection disputes not within the ambit of the PAP.

16.2 The Commission may decide issues arising from for-cause audits and root-cause analyses.

> 16.2.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a

representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

16.2.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence an action which will be brought to the Commission.

16.3 The dispute resolution process envisioned by the PAP provides a means of resolving issues raised by the PAP reports, payment calculations and processes. This process is akin to the dispute resolution processes that might be established in other Interconnection Agreements, except it applies exclusively to the PAP.

16.4 The PAP's dispute resolution process shall not be resorted to unless and until the problem is raised at the Vice President – Vice President level at least two weeks before a dispute is submitted to the Commission. As part of its request for dispute resolution, the party making the request ("complainant") must provide a statement including specific facts that the complainant engaged (or attempted to engage) in good faith negotiations to resolve the disagreement, and that, despite these good faith efforts, the parties failed to resolve the issue.

16.5 In all actions before the Commission, the losing party shall pay all relevant attorney's fees and costs – including monies spent to prove that the problem exists – as determined by the Commission.

17.0 Effective Date, Change Provisions and Termination

17.1 The effective date of the current PAP is July 1, 2013, the date on which the Commission adopts its decision in an order approving it, or the effective date of CLEC opting into the PAP in its ICA, whichever date is later.

17.2 If CenturyLink QC or CLEC wishes to modify a PID or a PAP provision, the change must be approved by the Commission. Prior to seeking Commission approval, CenturyLink QC and CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues. Either CenturyLink or CLEC may submit its proposed modification(s) to the Commission for approval. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties

or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.

17.2.1 Any party may submit a root cause analysis to the Commission requesting removal of a PID or submeasurement from the PAP. Prior to making such request to the Commission, the party shall provide notice to all affected parties and Commission Staff of its intent to make such request. If the requested removal is contested, CenturyLink QC and CLEC will pursue the dispute resolution procedures of Section 16.0 before seeking a Commission decision on the matter.

17.2.2 If CenturyLink QC or CLEC wishes to submit a root cause analysis to the Commission requesting removal of a PID or submeasurement from the PAP, the removal must be approved by the Commission. The root cause analysis shall address, at a minimum, whether there is evidence of no harm, the same harm as covered by other PID submeasurements, non-CenturyLink QC related causes, or other factors which directly relate to the harm or circumstances specific to the PID or submeasurement being analyzed. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.

17.3 If any agreements on adding, modifying or deleting performance measurements or PAP provisions are reached between CenturyLink QC and CLECs, or if the Commission approves changes to the PAP after notice and hearing, those additions, deletions, or modifications shall be incorporated into the PAP and modify the agreement between CLECs and CenturyLink QC at any time those agreements are submitted to the Commission.

17.4 Neither CenturyLink QC nor any CenturyLink affiliate or successor will initiate or support any action or proceeding before April 1, 2016 that seeks to eliminate any PAP in any CenturyLink QC former RBOC state.

18.0 Voluntary Performance Assurance Plan

18.1 This PAP represents CenturyLink QC's voluntary offer to provide performance assurance.