ORIGINAL

NEW APPLICATION

0000162411

BEFORE THE ARIZONA CORPORATION COMMISSION

SUSAN BITTER SMITH
Chairman
BOB STUMP
Commissioner
BOB BURNS
Commissioner
DOUG LITTLE
Commissioner
TOM FORESE
Commissioner

Arizona Corporation Commission
DOCKETED
JUL 02 2015
DOCKETED BY

2015 JUL 2 PM 3
AZ CORP COMM
DOCKET CONTROL
RECEIVED

IN THE MATTER OF THE AGREEMENT BETWEEN INTTEC, INC. AND QWEST CORPORATION dba CENTURYLINK QC FOR THE PROVISION OF CENTURYLINK LOCAL SERVICES PLATFORM	T-01051B-15-0234 T-20818A-15-0234 **COMPLIANCE FILING OF AGREEMENT UNDER PROTEST AND WITH RESERVATION OF RIGHTS**

Pursuant to 47 U.S.C. § 252 (e)(1), the Rules of the Arizona Corporation Commission ("Commission") regarding filing of interconnection agreements and amendments to interconnection agreements, Qwest Corporation dba CenturyLink QC ("CenturyLink") files the attached CenturyLink Local Services Platform Agreement 2015 ("CLSP-2015") Service entered into between CenturyLink and InTTec, Inc., for approval by the Commission. This Attached Agreement is effective as of June 19, 2015. The attached Agreement shall be referred to as the "Commercial CLSP-2015 Agreement." As explained below, CenturyLink objects to being required to file the Commercial CLSP-2015 Agreement for approval and likewise takes the position that the Commission lacks the authority to review, approve, amend, or reject the Commercial CLSP-2015 Agreement, in whole or in part. CenturyLink is therefore filing the attached Commercial CLSP-2015 Agreement under protest and with a reservation of rights as explained below.

CenturyLink's filing of the Commercial CLSP-2015 Agreement under protest is the result of the order entered by the Commission on September 9, 2005 in Docket Nos.: T-01051B-04-0540 and T-03574A-04-0540 (the "MCI Filing Order"). In that order, the Commission denied CenturyLink's Motion to Dismiss the Agreement Filing of MCIMetro Access Transmission Services, L.L.C. ("MCI"). In the MCI Filing Order, the Commission concluded that the Commercial QPP Agreement between CenturyLink and MCI is subject to the Commission's jurisdiction and that the Telecommunications Act of 1996 ("the Act") required CenturyLink and MCIMetro to file the agreement and seek the Commission's approval of it.

The Commercial CLSP-2015 Agreement filed by CenturyLink in this docket, with the exception of the name of the party with whom CenturyLink is contracting to provide CLSP Service, addresses the same services as those in the Commercial OPP™ Agreement filed by MCI in Docket Nos. T-01051B-04-0540 and T-03574A-04-0540.

Pursuant to the Federal Communications Commission's rulings in the *Triennial Review Order*[1] and the *Triennial Review Remand Order*,[2] incumbent local exchange carriers ("ILECs") like CenturyLink are no longer required to provide mass market switching, shared transport, and certain other services under Section 251 of the Act.[3] Notwithstanding these rulings, CenturyLink has voluntarily determined that it will provide mass market switching and shared transport services under the CLSP-2015 Agreement. In *Qwest Corporation v. Arizona Corporation Commission* (the "*Covad Arbitration Decision*"), the United States District Court for the District of Arizona recently ruled that the Commission does not have the authority to require CenturyLink to include in its arbitrated interconnection agreements obligations to provide network elements that, per rulings of the Federal Communications Commission, CenturyLink is

---

[1] *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* Report and Order, 17 FCC Rcd 16978 (2003).

[2] *In the Matter of Unbundled Access to Network Elements and Review of Section 251 Unbundling Obligations,* Order on Remand, 20 FCC Rcd 2533 (2005).

[3] 47 U.S.C. §251.

not required to provide under Section 251.[4] This ruling recognizes that while Congress gave state commissions authority to impose and enforce requirements involving the unbundled network elements and services included in Section 251, it specifically did not grant state authority over the elements and services that the FCC has removed from Section 251.[5] Thus, the CLSP-2015 Agreement, which does not include any services required under Section 251, is not subject to review by this Commission. CenturyLink recognizes that the Commission has appealed the *Covad Arbitration Decision* to the Ninth Circuit Court of Appeals, but the district court's decision remains binding while that appeal is pending. Further, that decision is consistent with those of multiple other federal courts that have ruled that states do not have authority under the Act to impose requirements on services and elements that the FCC has removed from Section 251.[6]

Therefore, subject to the foregoing, CenturyLink hereby files the attached Commercial CLSP-2015 Agreement under protest and, likewise under protest, seeks the Commission's approval of the Agreement under Section 252(e)(1) of the Act.

---

[4] 496 F. Supp.2d 1069, 1077 (D. Ariz.2007).

[5] *Id.* at 1076-78.

[6] *See e.g. Verizon New England v. Maine Public Utilities Comm'n, et al.,* Nos. 06-2151, 06-2429, 2007 WL 2509863 (1st Cir. Sept. 6, 2007); *DIECA Communications, Inc. v. Florida Public Services Comm'n et al.,* 447 F. Supp. 2d 1281 (N.D. Fla. 2006); *Bellsouth Telecommunications, Inc. v. Kentucky Public Service Comm'n, et al.,* No. 06-65-KKC, 2007 WL 2736544 (E.D. Ky. Sept. 18, 2007); *Michigan Bell Tel. Co. v. Lark, et al.,* No. 06-11982, 2007 WL 2868633 (E.D. Mich. Sept. 26, 2007); *Southwestern Bell Tel., L.P. v. Missouri Public Service Comm'n,* 461 F. Supp. 2d 1055 (E.D. Mo. 2006).

In *Qwest Corp. v. Public Utilities Commission of Colorado,* 479 F.3d 1184 (10th Cir. 2007), the 10th Circuit ruled that the Colorado and Utah Commissions had authority to review and approve a CenturyLink commercial agreement known as "Qwest Platform Plus" under Section 252(e)(1). However, CenturyLink submits that the decision is incorrect because it concludes erroneously that the commercial agreement at issue in that case related to the duties in Section 251(b) and (c) involving unbundled network elements and interconnection. The mass market switching and shared transport that CenturyLink provides under the agreement at issue here is not provided pursuant to either Section 251(b) or (c) and therefore does not relate to any of the duties in that section. As such, the agreement is not an "interconnection agreement" subject to this Commission's review and approval under Section 252(e)(1).

RESPECTFULLY SUBMITTED this 2nd day of July, 2015

QWEST CORPORATION dba CENTURYLINK QC

Norman G. Curtright
Associate General Counsel
20 E. Thomas Rd., 1st Floor
Phoenix, Arizona 85012

Attorney for Qwest Corporation dba CenturyLink QC

ORIGINAL and 13 copies of the foregoing filed this 2nd day of July, 2015, with:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

COPY of the foregoing mailed this same day to:

Brian Worthen, CEO
InTTec, Inc.
1001 South Douglas Hwy, Box 2799
Gillette, WY 82717

Brian Wagner, VP of Carrier Relations
InTTec, Inc.
1001 South Douglas Hwy, Box 2799
Gillette, WY 82717

By: _____

CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT

This CenturyLink™ Local Services Platform ("CLSP™") Agreement, together with the Attachments hereto and Rate Sheets, incorporated herein by reference ("Agreement") is between **Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and InTTec, Inc. ("CLEC"), a Wyoming corporation**, (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties"). The undersigned Parties have read and agree to the terms and conditions set forth in this Agreement.

Qwest Corporation dba CenturyLink QC:	**InTTec, Inc.:**
DocuSigned by: L. T. Christensen	DocuSigned by: Brian R Worthen
By: 05E9FC68BD57454...	By: 48AA17E818584CC...
Name: L. T. Christensen	Name: Brian Worthen
Title: Director – Wholesale Contracts	Title: CEO
Date: 6/19/2015	Date: 6/18/2015

NOTICE INFORMATION: All written notices required under this Agreement shall be sent to the following:

CenturyLink:
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:
Brian Worthen
CEO
InTTec, Inc.
1001 South Douglas Hwy, Box 2799
Gillette, WY 82717
Phone: 307-685-5536
Fax: 866-247-4987
Email: bworthen@mammothnetworks.com

With Copy to:
Brian Wagner
VP of Carrier Relations
InTTec, Inc.
1001 South Douglas Hwy, Box 2799
Gillette, WY 82717
Phone: 307-685-5529
Email: bwagner@mammothnetworks.com

APPLICABLE STATES:

CenturyLink agrees to offer and CLEC intends to purchase Service in the states indicated below by CLEC's signatory initialing (or an "X") on the applicable blanks.

X	**Arizona**
	Colorado
X	**Idaho**
	Iowa
	Minnesota
	Montana
	Nebraska
	New Mexico
	North Dakota
X	**Oregon**
	South Dakota
	Utah
X	**Washington**
	Wyoming

WHEREAS, CLEC desires to purchase from CenturyLink certain combinations of Network Elements, ancillary functions, and additional features, including without limitation, the local Loop, Port, switching, and Shared Transport.

Now, therefore, in consideration of the terms and conditions contained herein, CenturyLink and CLEC mutually agree as follows:

1. **Definitions**. Capitalized terms used herein are defined in Attachment 1.

2. **Effective Date**. This Agreement is effective upon the date it is fully executed by all Parties ("Effective Date"). The Agreement may not be implemented until the associated Interconnection Agreements are effective and the applicable preorder information is completed.

3. **Term**. The term of this Agreement begins on the Effective Date and continues through December 31, 2016. Upon expiration, this Agreement will continue on a month-to-month basis until it is terminated by either Party, with at least ninety (90) Days prior written notice, pursuant to Section 22 of the Agreement, or replaced by a successor agreement.

4. **Scope of Agreement; Service Provisioning; Controlling Documents; Change of Law; Eligibility for Services under this Agreement; Non-Applicability of Change Management Process**.

4.1 The Services ("Services") described in this Agreement will only be provided in CenturyLink's incumbent LEC service territory in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

4.2 In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: an Attachment, Rate Sheet, this Agreement, and any effective Order Form hereunder. The Parties agree that the Services offered and purchased under this Agreement are subject to compliance with Applicable Law and obtaining any domestic or foreign approvals and authorizations required or advisable.

4.3 The provisions in this Agreement are intended to be in compliance with and based on the existing state of Applicable Law, including but not limited to Federal rules, regulations, and laws, as of the Effective Date ("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.

4.4 If any change in Applicable Law materially impairs a Party's ability to perform or obtain a benefit under this Agreement, both Parties agree to negotiate in good faith such changes as may be necessary to address such material impairment.

4.5 To receive services under this Agreement, CLEC must be a certified CLEC under Applicable Law. CLEC may not purchase or utilize Services covered under this Agreement for its own administrative use or for the use by an Affiliate.

4.6 Except as otherwise provided in this Agreement, the Parties agree that Services provided under this Agreement are not subject to the CenturyLink Wholesale Change Management Process (CMP), CenturyLink QC Performance Indicator Definitions (PID), CenturyLink QC Performance Assurance Plan (PAP), or any other wholesale service quality standards, or liquidated damages and remedies. Except as otherwise provided, CLEC hereby waives any rights it may have under the PID, PAP and all other wholesale service quality standards to liquidated damages, and remedies with respect to Services provided pursuant to this Agreement. Any CLEC-proposed changes to the attributes of any Service or process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.

5. **CLEC Information**. CLEC agrees to work with CenturyLink in good faith to promptly complete or update, as applicable, CenturyLink's "New Customer Questionnaire" to the extent that CLEC has not already done so, and CLEC shall hold CenturyLink harmless for any damages to or claims from CLEC caused by CLEC's failure to promptly complete or update the questionnaire.

6. **Financial Terms**.

6.1 The description of the Service and applicable rates are set forth in the Attachments hereto and Rate Sheets. The Parties agree that the referenced rates are just and reasonable.

6.2 **Taxes, Fees, and other Governmental Impositions**. All charges for Services provided herein are exclusive of any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges ("Tax" or "Taxes"). Taxes 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 specifically permitted by Applicable Law to collect such Taxes from the purchasing Party, such Taxes shall be borne by the Party purchasing the services. Taxes shall be billed as a separate item on the invoice in accordance with Applicable Law. The Party billing such Taxes shall, at the written request of the Party being billed, provide the billed Party with detailed information regarding billed Taxes, including the applicable Tax jurisdiction, rate, and base upon which the Tax is 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 all reasonable 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 has paid the Tax contested. If the purchasing Party provides the selling Party with a resale or other exemption certificate, the selling Party shall exempt the purchasing Party if the selling Party accepts the certificate in good faith. If a Party becomes aware that any Tax is incorrectly or erroneously collected by that Party from the other Party or paid by the other Party to that Party, the Party that received such Tax shall refund the incorrectly or erroneously collected Tax or paid Tax to the other Party.

6.3 Each Party is solely responsible for any tax on its corporate existence, status or income and each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own Customers.

7. **Intellectual Property**.

7.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive Service solely as provided in this Agreement or as specifically required by the then-applicable federal rules and regulations relating to Services provided under this Agreement, nothing contained in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trademark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, trade name, trademark, service mark, trade secret, nor other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party without execution of a separate written agreement between the Parties.

7.2 Subject to the general Indemnity provisions of this Agreement, each Party (an Indemnifying Party) shall indemnify and hold the other Party (an Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriate or otherwise violate the intellectual property rights of any third party. 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 is not reasonably necessary to CLEC's use of the Services offered by CenturyLink under this Agreement; 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.

7.3 In the event of any claim, the Indemnifying Party may, at its sole option, obtain the right for the Indemnified Party to continue to use any infringing facility or service or replace or modify any infringing facility or service to make such facility or service non-infringing.

7.4 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 above and either the facility or service is held to be infringing by a court of competent jurisdiction or the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party will notify the Indemnified Party and the Parties will negotiate in good faith regarding reasonable modifications to this Agreement necessary to mitigate damage or comply with an injunction which may result from such infringement or allow cessation of further infringement.

7.5 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.

7.6 To the extent required under Applicable Law, CenturyLink shall use commercially reasonable efforts to obtain, from its vendors who have licensed intellectual property rights to CenturyLink in connection with Services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such Services as contemplated hereunder and at least in the same manner used by CenturyLink for the Services provided hereunder. CenturyLink shall notify CLEC immediately in the event that CenturyLink believes it has used its commercially reasonable efforts to obtain such rights, but has been unsuccessful in obtaining such rights. Nothing in this subsection shall be construed in any way to condition, limit, or alter a Party's indemnification obligations under Section 7.2, preceding.

7.7. Neither Party shall without the express written permission of the other Party, state or imply that it is connected, or in any way affiliated with the other or its Affiliates; it is part of a joint business association or any similar arrangement with the other or its Affiliates; the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or with respect to its marketing, advertising or promotional activities or materials, state or imply that the services are in any way associated with or originated from the other Party or any of its Affiliates. In addition, CLEC, including its employees, representatives and agents, will not state or otherwise indicate, directly or indirectly, to its end-users or prospective end-users: (a) that they will be CenturyLink customers or that they may obtain CenturyLink service from CLEC or (b) that CLEC has or the end-user will have any relationship with CenturyLink. Without limiting the foregoing, CLEC must not use a name, trademark, service mark, copyright or any other intellectual property owned by CenturyLink or its Affiliates, except that CLEC may communicate that CenturyLink is one of the underlying carriers from which CLEC purchases services if CLEC has obtained the prior written consent of the CenturyLink Law Department. This is a non-exclusive agreement. Nothing in this Agreement prevents CenturyLink from offering to sell or selling any services to other parties.

7.8 Nothing in this Section prevents either Party from truthfully describing the Services it uses to provide service to its End User Customers, provided it does not represent the Services as originating from the other Party or its Affiliates or otherwise attempt to sell its End User Customers using the name of the other Party or its Affiliates. CenturyLink's name and the names of its affiliates are proprietary and nothing in this Agreement constitutes a license authorizing their use, and in no event will CLEC, including its employees, representatives and agents, attempt to sell any Services to its end-users using the name, brand or identity of CenturyLink or CenturyLink's Affiliates in any way.

7.9 Because a breach of the material provisions of this Section 7 may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief.

8. Financial Responsibility, Payment and Security.

8.1 **Payment Obligation**. Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice ("Payment Due Date"). If the Payment Due Date falls on a Sunday or on a holiday which is observed on a Monday, the payment date will be the first non-holiday day following such Sunday or holiday. If such a payment 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 the invoice date is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If CLEC fails to make payment on or before the Payment Due Date, CenturyLink may invoke all available rights and remedies.

8.2 **Cessation of Order Processing**. CenturyLink may discontinue processing orders for Services for any breach by CLEC of this Agreement, including without limitation, the failure of CLEC to make full payment for Services, less any good faith disputed amount as provided for in this Agreement, within thirty (30) Days following the Payment Due Date; provided that CenturyLink has first notified CLEC in writing at least ten (10) business days prior to discontinuing the processing of orders for Services. If CenturyLink does not refuse to accept additional orders for Services on the date specified in the ten (10) business days notice, and CLEC's non-compliance continues,

nothing contained herein shall preclude CenturyLink's right to refuse to accept additional orders for Services from CLEC without further notice. For order processing to resume, CLEC will be required to cure any breach and make full payment of all past-due charges for Services not disputed in good faith under this Agreement, and CenturyLink may require a deposit (or recalculate the deposit) pursuant to Section 8.5. In addition to other remedies that may be available at law or equity, CenturyLink reserves the right to seek equitable relief including injunctive relief and specific performance.

8.3 **Disconnection**. CenturyLink may disconnect any Services provided under this Agreement for any breach by CLEC of this Agreement that is not cured by CLEC in accordance with Section 11 herein, including without limitation, failure by CLEC to make full payment for such Services, less any good faith disputed amount as provided for in this Agreement, within sixty (60) Days following the Payment Due Date provided that CenturyLink has first notified CLEC in writing at least ten (10) business days prior to disconnecting Services. CLEC will pay the applicable charge set forth in the Rate Sheet required to reconnect Services for each End User Customer disconnected pursuant to this Section 8.3. In case of such disconnection, all applicable undisputed charges, including termination charges, will become due and payable. If CenturyLink does not disconnect CLEC's Service on the date specified in the ten (10) business days notice, and CLEC's noncompliance continues, nothing contained herein shall preclude CenturyLink's right to disconnect any or all Services. For reconnection of the Service to occur, CLEC will be required to make full payment of all past and current undisputed charges under this Agreement for Services and CenturyLink may require a deposit (or recalculate the deposit) pursuant to Section 8.5. In addition to other remedies that may be available at law or equity, CenturyLink reserves the right to seek equitable relief, including injunctive relief and specific performance. Notwithstanding the foregoing, CenturyLink will not effect a disconnection pursuant to this Section 8.3 in such manner that CLEC may not reasonably comply with Applicable Law concerning End User Customer disconnection and notification, provided that, the foregoing is subject to CLEC's reasonable diligence in effecting such compliance.

8.4 **Billing Disputes**. Should CLEC dispute, in good faith, and withhold payment on any portion of the charges under this Agreement, CLEC will notify CenturyLink in writing within fifteen (15) Days following the Payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC will pay all undisputed amounts due to CenturyLink. 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.

A. If CLEC 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 CenturyLink, CLEC will pay the disputed amount and applicable late payment charges no later than the next Bill Date following the resolution. CLEC may not continue to withhold the disputed amount following the initial resolution while pursuing further dispute resolution. If the disputed charges have been withheld and the dispute is resolved in favor of CLEC, CenturyLink will credit CLEC's bill 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.

B. If CLEC pays the disputed charges and the dispute is resolved in favor of CenturyLink, no further action is required. If CLEC pays the charges disputed at the time of payment or at any time thereafter, and the dispute is resolved in favor of the CLEC, CenturyLink will adjust the Billing, usually within two Billing cycles after the resolution of the dispute, as follows: CenturyLink will credit the CLEC's bill for the disputed amount and any associated interest; or if the disputed amount is greater than the bill to be credited, pay the remaining amount to CLEC.

C. 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.

D. If CLEC fails to dispute a rate or charge within 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.

8.5 **Security Deposits**. 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 or due to the failure by CLEC to cure a breach of this Agreement 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 this 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 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. 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). Required deposits are due and payable within thirty (30) Days after demand and non-payment is subject to the terms and provisions of Section 8.2 and Section 8.3 of this Agreement.

8.6 **Interest on Deposits**. Any interest earned on cash deposits will be credited to CLEC in the amount actually earned or at the rate set forth in Section 8.7 below, whichever is lower, except as otherwise required by law, provided that, for elimination of doubt, the Parties agree that such deposits are not subject to state laws or regulations relating to consumer or End User Customer cash deposits. Cash deposits and accrued interest, if applicable, will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the expiration of the term of this Agreement or the establishment of satisfactory credit with CenturyLink, which will generally be one full year of consecutive timely payments of undisputed amounts in full by CLEC. Upon a material change in financial standing, CLEC may request, and 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.

8.7 **Late Payment Charge**. If any portion of the payment is received by CenturyLink after the Payment Due Date, or if any portion of the payment is received by CenturyLink in funds that are not immediately available, then a late payment charge will be due to CenturyLink. The late payment charge is the portion of the payment not received by the Payment Due Date multiplied by a late factor. The late factor is the lesser of (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded

daily for the number of Days from the Payment Due Date to and including the date that the CLEC actually makes the payment to CenturyLink; or (ii) 0.000407 per Day, compounded daily for the number of Days from the Payment Due Date to and including the date that the CLEC actually makes the payment to CenturyLink.

9. Conversions. 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 a Service under this Agreement, 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 will be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

10. Customer Contacts. CLEC, or CLEC's authorized agent, are 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 will 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 will make disparaging remarks about the other Party. 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.

10.1 In the event CenturyLink terminates Service to CLEC for any reason, CLEC will provide any and all necessary notice to its End User Customers of the termination. In no case will CenturyLink be responsible for providing such notice to CLEC's End User Customers.

11. Default and Breach. 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 continues for thirty (30) Days after written notice thereof, the other Party may terminate this Agreement and seek relief in accordance with any remedy available under this Agreement, including without limitation, the Dispute Resolution provisions of Section 25 herein and, in addition to the foregoing, CenturyLink may cease to accept orders from CLEC for Services in accordance with Section 8.2 above. The remedies available to each Party pursuant to this Agreement are not to be considered exclusive of one another and will be cumulative.

12. Limitation of Liability.

12.1 CLEC's exclusive remedies for claims under this Agreement are limited to CLEC's proven direct damages unless CLEC's damages are otherwise limited by this Agreement to outage credits or other service credits, in which case CenturyLink's total liability will not exceed the aggregate amount of any applicable credits due.

12.2 Except for indemnification and payment obligations under this Agreement, neither Party shall be liable to the other for indirect, incidental, consequential, exemplary, punitive, 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.

12.3 Nothing contained in this Section shall limit either Party's liability to the other for willful misconduct, provided that, a Party's liability to the other Party pursuant to the foregoing exclusion, other than direct damages, will be limited to a total cap equal to one hundred per cent (100%) of the annualized run rate of total amounts charged by CenturyLink to CLEC under this Agreement.

13. Indemnity.

13. 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:

A. Each Party (the Indemnifying Party) 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.

B. In the case of claims or losses 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 (each, an 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 was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or 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.

13.2 The indemnification provided herein is conditioned upon the following:

A. The Indemnified Party will promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party will 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.

B. If the Indemnifying Party wishes to defend against such action, it will give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party has 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 has 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 will be available to the other Party with respect to any such defense.

C. In no event will the Indemnifying Party settle or consent to any judgment for relief other than monetary damages pertaining to any such action without the prior written consent of the Indemnified Party. In the event that 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.

14. Limited Warranties.

14.1 Each Party will provide suitably qualified personnel to perform its obligations under this Agreement and provide all Services hereunder in a good and workmanlike manner and in material conformance with all Applicable Laws and regulations.

14.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CENTURYLINK SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. CENTURYLINK SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

15. Relationship. Except to the limited extent expressly provided in this Agreement, neither Party has the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other or otherwise act on the other's behalf. The relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise. CenturyLink is acting as an independent contractor and will have exclusive control of the manner and means of performing its obligations. Notwithstanding anything herein to the contrary, CenturyLink reserves the right, in its sole discretion, to modify or change the name of the Services.

16. Assignment.

16.1 CLEC may not assign this Agreement or any rights or obligations hereunder without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Notwithstanding the foregoing and subject to prior credit review, submission of appropriate legal documentation (including, but not limited to, any appropriate Secretary of State or other filings or documents specified by CenturyLink) and approval by CenturyLink of CLEC's proposed assignee, CLEC may assign this Agreement without prior written consent of CenturyLink to any Affiliate, successor through merger, or acquirer of substantially all of its assets; and CenturyLink may assign this Agreement without prior written consent to any Affiliate, successor through merger, or acquirer of substantially all of its business assets; provided that in all cases the assignee of CLEC or CenturyLink, as applicable, acknowledge in writing its assumption of the obligations of the assignor hereunder. Any attempted assignment in violation hereof is of no force or effect and is void. Without limiting the generality of the foregoing, this Agreement will be binding as to the Parties' respective successors and assigns.

16.2 In the event that CenturyLink transfers to any unaffiliated party exchanges, including End User Customers that CLEC serves in whole or in part through Services provided by CenturyLink under this Agreement, CenturyLink will ensure that the transferee serves as a successor to and fully performs all of CenturyLink's responsibilities and obligations under this Agreement for a period of ninety (90) Days from the effective date of such transfer or until such later time as the FCC may direct pursuant to the FCC's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, CenturyLink will use its best efforts to facilitate discussions between CLEC and the transferee with respect to the transferee's assumption of CenturyLink's obligations after the transition period set forth above in accordance with the terms and provisions of this Agreement.

17. Reporting Requirements. If reporting obligations or requirements are imposed upon either Party by any third party or regulatory agency in connection with this Agreement or the Services, including use of the Services by CLEC or its End Users, the other Party agrees to assist that Party in complying with such obligations and requirements, as reasonably required by that Party.

18. Survival. The expiration or termination of this Agreement does not relieve either Party of those obligations that by their nature are intended to survive.

19. Confidentiality/ Nondisclosure.

19.1 Neither Party will, without the prior written consent of the other Party (a) issue any public announcement regarding, or make any other disclosure of the terms of, this Agreement or use the name or marks of the other Party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party. Consent may only be given on behalf of a Party by its Legal Department. However, a Party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing Party gives the non-disclosing Party reasonable prior written notice and the receiving Party will cooperate with the disclosing Party to seek or take appropriate protective measures and will make such disclosure in a manner to best protect the Confidential Information from further disclosure. Notwithstanding the foregoing, if reporting or filing obligations or requirements are imposed upon CenturyLink by any third party or regulatory agency in connection with this Agreement, CLEC agrees to assist CenturyLink in complying with such obligations and requirements, as reasonably required by CenturyLink and to hold CenturyLink harmless for any failure by CLEC in this regard. CenturyLink's compliance with any regulatory filing obligation will not constitute a violation of this section. Each Party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the Party would use to protect its own.

19.2 All Confidential Information will remain the property of the disclosing Party. A Party who receives Confidential Information via an oral communication may request written confirmation that the material is Confidential Information. A Party who delivers Confidential Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Confidential Information. Each Party has the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party will from that time forward, treat such information as Confidential Information.

19.3 Upon request by the disclosing Party, the receiving Party will return all tangible copies of Confidential Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

19.4 Each Party will keep all of the other Party's Confidential Information confidential and will disclose it on a need to know basis only. Each Party will use the other Party's Confidential Information only in connection with this Agreement and in accordance with Applicable Law. Neither Party will use the other Party's Confidential Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. If either Party loses, or makes an unauthorized disclosure of, the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

19.5 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement 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.

19.6 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 is 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 are not the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but are in addition to all other remedies available at law or in equity.

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

20. Waiver. Except as otherwise provided herein, neither Party's failure to enforce any right or remedy available to it under this Agreement will be construed as a waiver of such right or a waiver of any other provision hereunder.

21. Regulatory Approval. Each Party reserves its rights with respect to whether this Agreement is subject to Sections 251 and 252 of the Act. In the event the FCC, a state commission or any other governmental authority or agency rejects or modifies any material provision in this Agreement, whether by direct action or by virtue of generic proceedings, including without limitation, any pricing terms, either Party may immediately upon written notice to the other Party terminate this Agreement in whole or in part, including without limitation, with respect to Service in any state. In the event a Party exercises its right to terminate pursuant to this Section 21, the other Party agrees to consent to any regulatory approvals necessary to disconnect any circuits provided pursuant to this Agreement and further agrees to provide any required notice to affected customers within five (5) business days of such notice. If a Party is required by a lawful, binding order to file this Agreement or a provision thereof with the FCC or state regulatory authorities for approval or regulatory review, the filing Party shall provide written notice to the other Party of the existence of such lawful, binding order so that the other Party may seek an injunction or other relief from such order. In addition, the filing Party agrees to reasonably cooperate to amend and make modifications to this Agreement to allow the filing of this Agreement or the specific part of this Agreement affected by the order to the extent reasonably necessary.

22. Notices. Any notices required by or concerning this Agreement will be in writing and will be sufficiently given if delivered personally, delivered by prepaid overnight express service, sent by facsimile with electronic confirmation, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to CenturyLink and CLEC at the addresses shown on the cover sheet of this Agreement. Notwithstanding anything herein to the contrary, CenturyLink may provide notice via email or by posting to CenturyLink's website without duplicate written notification for: (v) marketing notices; (w) notices provided under Section 8; (x) rate change notices; or (y) notices regarding changes in maintenance windows.

23. Force Majeure. 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 (each, 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.

24. Governing Law. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement.

25. Dispute Resolution.

25.1 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 developed for purposes of settlement, and will be exempt from discovery and production, and are not admissible in any subsequent proceedings without the concurrence of both Parties.

25.2 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 a civil action. 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 shall otherwise be brought in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them.

25.3 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.

25.4 No cause of action regardless of the form of action, 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.

26. **Headings**. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

27. **Authorization**. Each Party represents and warrants that:

A. the full legal name of the legal entity intended to provide and receive the benefits and Services under this Agreement is accurately set forth herein;

B. the person signing this Agreement has been duly authorized to execute this Agreement on that Party's behalf;

C. the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which such Party is bound or affected; and

D. each Party may act in reliance upon any instruction, instrument, or signature reasonably believed by it to be authorized and genuine.

28. **Third Party Beneficiaries**. The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor will they be for the benefit of or enforceable by, any third party (including, without limitation, CLEC's Affiliates and End Users).

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

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

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

29.3 "All Risk" Property coverage on a full replacement cost basis insuring all of such Party's personal property situated on or within the Premises.

29.4 Each Party may be asked by the other to provide certificate(s) of insurance evidencing coverage, and thereafter shall provide such certificate(s) upon request. Such certificates shall:

A. name the other Party as an additional insured under commercial general liability coverage;

B. indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by such Party; and

C. acknowledge severability of interest/cross liability coverage.

30. **Communications Assistance Law Enforcement Act of 1994**. 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 will indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and will 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.

31. **Entire Agreement**. This Agreement (including all Attachments, Rate Sheets, and other documents referred to herein) 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, including but not limited to, any term sheet or memorandum of understanding entered into by the Parties, to the extent they relate in any way to the subjects of this Agreement. Notwithstanding the foregoing, certain elements used in combination with the Service provided under this Agreement are provided by CenturyLink to CLEC under the terms and conditions of its interconnection agreement, and nothing contained herein is intended by the Parties to amend, alter, or otherwise modify those terms and conditions.

32. **Proof of Authorization**.

32.1 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.

32.2 Each Party will make POAs available to the other Party upon request. In the event of an allegation of an unauthorized change or unauthorized service in accordance with Applicable Law, the Party charged with the alleged infraction shall be responsible for resolving such claim, and it shall indemnify and hold harmless the other Party for any losses, damages, penalties, or other claims in connection with the alleged unauthorized change or service.

33. **General Terms**.

33.1 CenturyLink will provide general repair and maintenance services on its facilities, including those facilities supporting Services purchased by CLEC under this Agreement, at a level that is consistent with other comparable services provided by CenturyLink.

33.2 In order to maintain and modernize the network properly, CenturyLink may make necessary modifications and changes to 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 transmission parameters that are within transmission limits of the Service ordered by CLEC. CenturyLink will provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules.

33.3 Network Security.

A. Protection of Service and Property. Each Party will 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 employees, agents, End User Customers and property, , but in no case less than a commercially reasonable degree of care.

B. 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.

C. The Parties' 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 their employees with respect to such security requirements and penalties.

D. CenturyLink shall not be liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of Services or facilities ('Unauthorized Use"), whether or not such Unauthorized Use could have been reasonably prevented by CenturyLink, except to the extent CenturyLink has been notified in advance by CLEC of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity.

33.4. Construction. CenturyLink will provide necessary construction only to the extent required by Applicable Law.

33.5. Individual Case Basis Requests. CLEC may request additional Services not specified in this Agreement and CenturyLink will consider such requests on an Individual Case Basis.

33.6. Responsibility For Environmental Contamination.

A. 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. Each Party shall defend and hold harmless the other Party and its respective 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:

1. any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the work locations; or

2. the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

B. In the event any suspect materials within CenturyLink-owned, operated or leased facilities are identified to CLEC by CenturyLink 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 Law, including without limitation, 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.

CENTURYLINK LOCAL SERVICES PLATFORM™ AGREEMENT
ATTACHMENT 1- DEFINITIONS

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

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

"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.

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

"Applicable Law" means all laws, statutes, common law including, but not limited to, the Act, the regulations, rules, and final orders of the FCC, a state regulatory authority, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or a state regulatory authority.

"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.

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

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

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

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers under Section 229 of the Act.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature and that: (a) the receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing Party; and/or (b) is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving Party or is already known or is independently developed by the receiving Party.

"Customer" means the Person purchasing a Telecommunications Service or an information service or both from a Carrier.

"Day" means calendar days unless otherwise specified.

"Demarcation Point" is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

"Directory Assistance Database" contains only those published and non-listed telephone number listings obtained by CenturyLink from its own End User Customers and other Telecommunications Carriers.

"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.

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

"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.

"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.

"FCC" means the Federal Communications Commission.

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

"Line Information Database" or "LIDB" stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, Billing or service restrictions and the sub-account information to be included on the call's Billing record. Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telcordia's TR-NWP-000029, Section 10).

"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, computer, or similar customer device).

"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 Commercial Mobile Radio 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.

"Loop" or "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

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

"Miscellaneous Charges" mean charges that CenturyLink may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities CLEC requests CenturyLink to perform, activities CLEC

authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in CenturyLink's recurring or nonrecurring rates. Miscellaneous Charges shall be contained in or referenced in the Rate Sheet.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service or an information service or both. 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 or an information service or both, as is more fully described in this Agreement.

"Operational Support Systems" or "OSS" mean pre-ordering, Provisioning, maintenance, repair and billing systems.

"Order Form" means service order request forms issued by CenturyLink, as amended from time to time.

"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.

"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.

"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.

"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 and may take the form of a third party verification format.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"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 North American Numbering Plan in connection with the provision of switched services.

"Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer Premises.

"Shared Transport" is defined as local interoffice transmission facilities shared by more than one Carrier, including CenturyLink, between End Office Switches, between End Office Switches and Tandem Switches (local and Access Tandem Switches), and between Tandem Switches within the Local Calling Area, as described more fully in this Agreement.

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

"Tariff" as used throughout this Agreement refers to CenturyLink interstate Tariffs and state Tariffs, price lists, and price schedules.

"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 FCC shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"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.

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

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of basic exchange Telecommunications Services and access Services, are located.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in this Agreement, 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.

CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT
ATTACHMENT 2 – CLSP™ Service Description

1.0 CenturyLink will provide CenturyLink™ Local Services Platform ("CLSP™") Services according to the terms and conditions set forth in the CLSP Agreement between the Parties (the "Agreement") and in this Attachment 2 to the Agreement, which is incorporated into and made a part of the Agreement (this "Attachment"). Except as otherwise set forth in this Attachment, capitalized terms used but not otherwise defined herein have the definitions assigned to them in the Agreement. CLEC may use CLSP Services to provide any Telecommunications Services, information services (or both) that CLEC chooses to offer to the extent that such services are granted herein or not limited hereby.

1.1 **General CLSP Service Description.**

1.1.1 CLSP Services consist of Local Switching and Shared Transport in combination. CenturyLink Advanced Intelligent Network ("AIN") Services, e.g., remote access forwarding, and CenturyLink Voice Messaging Services ("VMS") may also be purchased with compatible CLSP Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow CLEC to combine the CLSP Services with a compatible voicemail product and stutter dial tone. CenturyLink will provide access to 911 emergency services and directory listings in accordance with the terms and conditions of CLEC's interconnection agreements ("ICAs"), except that the business end user rate in the applicable Tariff applies to all end user premium and privacy directory listings (with the exception of residential additional listings, i.e., USOC RLT) when services are provisioned to CLEC under this Agreement whether CLEC's end user is a residential end user or a business end user. As part of the CLSP Service, CenturyLink combines the Network Elements that make up CLSP Service with analog/digital capable Loops, with such Loops (including services such as line splitting) being provided in accordance with the rates, terms and conditions of the CLEC's ICAs. CLEC may also purchase Commercial High Speed Internet Service (also known as Digital Subscriber Line (DSL)), under a separate Services agreement, to be used with compatible CLSP Service.

1.1.2 CLSP Service is available in six different service arrangements, each of which is described more fully below: CLSP Residential; CLSP Business; CLSP Centrex (including Centrex 21, Centrex Plus and, in Minnesota only, Centron); CLSP ISDN BRI; CLSP Public Access Lines ("PAL"); CLSP PBX Analog DID and non-DID (one way and two way) trunks.

1.1.3 Nothing in this Attachment or the Agreement precludes CenturyLink from withdrawing availability of comparable, functionally equivalent services from its retail end user customers. In the event of such withdrawal or discontinuation, CenturyLink may also withdraw availability of the equivalent CLSP Service.

1.2 **Combination of CLSP Service with Loops.** Except as described below, the Loop will be provided by CenturyLink under the applicable ICAs in effect between CenturyLink and CLEC at the time the order is placed. As part of the CLSP Service, CenturyLink will combine the Local Switching and Shared Transport Network Elements with the Loop.

1.2.1 Pursuant to the order issued by the FCC pertaining to the availability of Unbundled Network Element ("UNE") Loops under Section 251(c)(3) of the Act in its *Report and Order-Petition of CenturyLink Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223, (effective September 16, 2005), CenturyLink will provide to CLEC the Loop element of CLSP Services purchased in the following nine Omaha Nebraska Wire Centers under the terms and conditions of the Agreement and this Attachment at Rates provided in the Rate Sheet: Omaha Douglas; Omaha Izard Street; Omaha 90th Street; Omaha Fort Street; Omaha Fowler Street; Omaha O Street; Omaha 78th Street; Omaha 135th Street; and Omaha 156th Street.

1.2.2 The following CLSP Service types will be combined with 2-wire loops: CLSP Business; CLSP Centrex (including Centrex 21); Centrex Plus; Centron in Minnesota only; CLSP ISDN BRI; CLSP PAL; CLSP PBX Analog non-DID and 1-Way DID Trunks; and CLSP Residential.

1.2.3 CLSP PBX Analog 2-Way DID Trunks will be combined with 4 wire loops.

1.3 **Local Switching.** The Local Switching Network Element ("Local Switching") is collectively the Line Side and Trunk Side facilities in the local serving CenturyLink end office Switch which provides the basic switching function, the port, plus the features, functions, and capabilities of the switch including all compatible, available, and loaded vertical features (e.g., anonymous call rejection) that are loaded in that switch. Vertical features are software attributes on end office Switches and are listed on the CenturyLink wholesale website. CenturyLink signaling is provided with Local Switching solely as described in Section 1.4.2 of this Attachment. The following Local Switching ports are available with CLSP Service: Analog Line Ports, Digital Line Ports Supporting Basic Rate Interface-Integrated Services Digital Network ("BRI ISDN"), and Analog Trunk Ports.

1.3.1 **Analog Line Port.** Line Port attributes include: telephone number; dial tone; signaling (Loop or ground start); on/off hook detection; audible and power ringing; Automatic Message Accounting (AMA Recording); and blocking options.

1.3.2 **Digital Line Port Supporting BRI ISDN.** BRI ISDN is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

1.3.3 **Analog Trunk Port.** DS0 analog trunk Ports can be configured as DID, DOD, and two-way.

1.3.3.1 Analog trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

1.3.3.2 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the End User Customer's location.

1.3.3.3. Two-way analog DID trunks are capable of initiating out going calls, and may be equipped with either rotary or touch-tone (DTMF) for this purpose. When the trunk is equipped with DID call transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

1.3.3.4 Two-way analog DID trunks require E&M signaling. CenturyLink will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from CenturyLink to the PBX will be handled as a special assembly request on an Individual Case Basis.

1.3.4 Usage. Local Switching Usage is billed on a Minute of Use ("MOU" basis as described within this Attachment. Rates for "Local Switch Usage" or "Local Switch MOUs" are provided in the CLSP Rate Sheet.

1.4 **Vertical Features and Ancillary Functions and Services.**

1.4.1 CLSP Service includes nondiscriminatory access to all vertical features that are loaded in the Local serving CenturyLink end office switch.

1.4.2 Local Switching includes use of CenturyLink's signaling network (ISUP call set-up) solely for Local Traffic. "Local Traffic" and "Local Calls" means calls that originate and terminate within the Local Calling Area as defined in the CenturyLink Tariff. CenturyLink will provide service control points in the same manner, and via the same signaling links, as CenturyLink uses such service control points and signaling links to provide service to its End User Customers served by that switch. CenturyLink's call related databases include the Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, AIN Databases, and Local Number Portability Database. CLEC will not have access to CenturyLink's AIN-based services that qualify for proprietary treatment, except as expressly provided for in the Agreement or this Attachment. Local Switching does not include use of CenturyLink's signaling network for Toll Traffic. "Toll Traffic" and "Toll Calls" means intra local access and transport area ("LATA") or interLATA calls that originate and terminate outside of the Local Calling Area as defined in the CenturyLink Tariff. For all Toll Traffic originated by or terminated to CLEC's CLSP End User Customer, CenturyLink may bill applicable Tariff charges, including SS7 message charges [ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP)], to the Interexchange Carrier (IXC) or other wholesale SS7 provider.

1.4.3 ICNAM and LIDB. CLEC will have non-discriminatory access to CenturyLink's LIDB database and ICNAM database as part of the delivery of CLSP Service.

1.4.4 The LIDB database contains the following data: various telephone line numbers and special billing number (SBN) data; originating line (calling number); billing number and terminating line (called number) information; calling card validation; fraud prevention; Billing or service restrictions; sub-account information to be included on the call's Billing record; and calling card, billed to third number, and collect call information used in processing Alternately Billed Services (ABS).

1.4.5 The ICNAM database is used with certain end office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability. The ICNAM database contains current listed name data by working telephone number served or administered by CenturyLink, including listed name data provided by other Telecommunications Carriers participating in CenturyLink's calling name delivery service arrangement.

1.4.6 CenturyLink will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in CenturyLink's database and the delivery is not blocked or otherwise limited by the calling party or other appropriate request).

1.4.7 For CLEC's CLSP End User Customers, CenturyLink will load and update CLEC's CLSP End User Customers' name information into the LIDB and ICNAM databases from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

1.4.8 CenturyLink will exercise reasonable efforts to provide accurate and complete LIDB and ICNAM information. The information is provided on an as-is basis with all faults. CenturyLink does not warrant or guarantee the correctness or the completeness of such information; however, CenturyLink will access the same database for CLEC's CLSP End User Customers as CenturyLink accesses for its own End User Customers. CenturyLink will not be liable for system outage or inaccessibility or for losses arising from the authorized use of the data by CLEC.

1.4.9 CenturyLink will not charge CLEC for the storage of CLEC's CLSP End User Customers' information in the LIDB or ICNAM databases.

1.5 **Shared Transport and Toll.**

1.5.1 **Shared Transport.** The Shared Transport Network Element ("Shared Transport") provides the collective interoffice transmission facilities shared by various Carriers (including CenturyLink) between end-office switches and between end-office switches and local tandem switches within the Local Calling Area. Shared Transport uses the existing routing tables resident in CenturyLink switches to carry the End User Customer's originating and terminating local/extended area service interoffice Local traffic on the CenturyLink interoffice message trunk network. CLEC traffic will be carried on the same transmission facilities between end-office switches, between end-office switches and tandem switches and between tandem switches on the same network facilities that CenturyLink uses for its own traffic. Shared Transport does not include use of tandem switches or transport between tandem switches and end-office switches for Local Calls that originate from end users served by non-CenturyLink Telecommunications Carriers ("Carrier(s)") which terminate to CLSP End Users.

1.5.2 Originating Toll Calls from, and terminating Toll Calls to, CLSP End Users will be delivered to/from the designated IXCs from the CenturyLink end-office switches and access tandems. The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate.

1.5.3 **IntraLATA and InterLATA Carrier Designation.** CLSP includes the capability for selection of the interLATA and intraLATA Toll provider(s) on a 2-Primary Interexchange Carrier (PIC) basis. CLEC will designate the PIC assignment(s) on behalf of its End User Customers for interLATA and intraLATA Services. All CLEC initiated PIC changes will be in accordance with all Applicable Laws, rules and regulations. CenturyLink will not be liable for CLEC's improper PIC change requests.

1.5.4 **CenturyLink IntraLATA Toll Local Primary Interexchange Carrier ("LPIC") 5123.** CenturyLink does not authorize CLEC to offer, request, or select CenturyLink LPIC 5123 service to CLEC's End User Customers for intraLATA toll service with any CLSP Service in any state. In the event CLEC assigns the CenturyLink LPIC 5123 to CLEC's End User Customers, CenturyLink will bill CLEC and CLEC will pay CenturyLink the rates contained or referenced in the attached Rate Sheet.

1.5.5 **Usage.** Shared Transport is billed on a MOU basis as described within this Attachment. Rates for "Shared Transport Usage" or "Shared Transport MOUs" are provided in the CLSP Rate Sheet.

1.6 CLSP Service Arrangement Descriptions.

1.6.1 **CLSP Business** is available to CLEC for CLEC's business End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.2 **CLSP Centrex** is available to CLEC for CLEC's business End User Customers. CLSP Centrex Services include Centrex 21, Centrex Plus and, in Minnesota only, Centron, and are the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.2.1 CLEC may request a conversion from Centrex 21, Centrex-Plus or Centron service to CLSP Business or CLSP Residential. The Conversion NRC(s) provided in the Rate Sheet will apply.

1.6.2.2 CenturyLink will provide access to Customer Management System (CMS) with CLSP-Centrex at the rates set forth in the Rate Sheet.

1.6.3 **CLSP ISDN BRI** is available to CLEC for CLEC's End User Customers and is the combination of a Digital Line Side Port (supporting BRI ISDN), and Shared Transport provided under the Agreement with a Basic Rate ISDN-capable Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.4 **CLSP PAL** is available to CLEC for only CLEC's Payphone Service Providers (PSPs) and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5 **CLSP PBX** is available to CLEC for CLEC's business End User Customers.

1.6.5.1 PBX analog non-DID trunks are combinations of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5.2 PBX with analog 1-way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5.3 PBX with analog 2- way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog – 4 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.6 **CLSP Residential** is available to CLEC for CLEC's residential End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in the Agreement. CLSP Residential may be ordered and provisioned only for residential End User Customer application. The definition of residential service is the same as in CenturyLink's retail Tariffs as applied to CenturyLink's End User Customers.

1.6.6.1 In order for CLEC to receive CLSP Residential rates via the monthly Residential End User Credit provided in the Rate Sheet, CLEC must identify residential end users by working telephone number (WTN) utilizing the LSR process as described in the CenturyLink wholesale website.

1.6.7 Should CenturyLink cease offering a service to its End User Customers that is also available under this Agreement, upon thirty (30) Days prior written notice to CLEC, CenturyLink will also cease offering the service to CLEC.

2.0 Additional Terms and Conditions and Service Features.

2.1 CenturyLink does not warrant the availability of facilities at any serving wire center. CLSP Services will not be available if facilities are not available. CenturyLink represents and warrants that it will not otherwise restrict facilities eligible to provide CLSP Service and that any and all facilities that would otherwise be available for retail service to a CenturyLink End User Customer will be considered eligible for use by CLEC for CLSP Service to serve that same End User Customer.

2.2 **Loop Start ("LPS") to Ground Start ("GST") and GST to LST Changes ("LPS/GST Change")** are available with CLSP Services. POTS Services (e.g., a CLSP Centrex 21 line) can functionally and operationally be provisioned as either LPS or GST. Unless specifically requested otherwise,

CenturyLink provisions POTS Services as LPS. GST is generally provisioned for Private Branch Exchange ("PBX") type services. LPS/GST Changes allow the CLEC to request a facility served by LPS to be changed to GST or vice versa. Additional information and ordering requirements are detailed on the CenturyLink Wholesale website.

2.2.1 The Subsequent Order Charge provided in the CLSP Rate Sheet and the CenturyLink retail Tariff nonrecurring charge ("NRC") for LPS/GST Changes, less an 18% wholesale discount, will be added to service orders requesting LPS/GST Changes.

2.3 **Daily Usage Feed (DUF).** CenturyLink will provide to CLEC certain originating and terminating call records ("usage information") generated by CLEC's CLSP end user via a DUF.

2.3.1 CenturyLink will provide to CLEC Local Call usage information within CenturyLink's control with respect to calls originated by or terminated to CLEC CLSP 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.

2.3.2 CenturyLink will provide to CLEC usage information necessary for CLEC to bill for interLATA and intraLATA exchange access to the IXC (excluding intraLATA usage information if CenturyLink LPIC 5123 is selected as the intraLATA Toll provider) in the form of either the actual usage or a negotiated or approved surrogate for this information, as such billing is described and allowed under section 3.7 of this Attachment. These exchange access records will be provided as Category 11 EMI records via the DUF.

2.3.3 CenturyLink will provide DUF records for the following: all usage occurrences billable to CLEC's CLSP lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI); originating local usage; usage sensitive CLASS features; and CenturyLink-provided intraLATA toll.

2.3.4 Local Call usage records will be provided as Category 01 or Category 10 EMI records via the DUF. Terminating Local Call usage records are not collected or available and will not be provided.

2.4 Feature and interLATA or intraLATA PIC changes or additions for CLSP, will be processed concurrently with the CLSP order as specified by CLEC.

2.5 Access to 911/E911 emergency Services for CLEC's End User Customers will be available in accordance with CLEC's ICAs. If CenturyLink is no longer obligated to provide access to 911/E911 emergency services in accordance with 47 U.S.C. §251, CenturyLink will then provide such services under the Agreement with respect to all CLEC CLSP Service End User Customers and new CLSP Service End User Customers, to the same degree and extent that 911/E911 emergency services were provided by CenturyLink prior to the elimination of 911/E911 emergency services as an obligation under 47 U.S.C. §251.

2.6 CenturyLink AIN and VMS are offered on a commercial basis and may be purchased with CLSP at the rates set forth in the attached Rate Sheet. Retail promotions may not be combined with CLSP.

2.7 If CenturyLink develops and deploys new local switch features for its End User Customers, those switch features will be available with CLSP Service in the same areas and subject to the same limitations. The rates that CenturyLink charges for such new local switch features will not in any case be higher than the retail rate CenturyLink charges for such features.

2.8 Nothing in the Agreement alters or affects CLEC's right to receive any applicable universal service subsidy or other similar payments.

2.9 CenturyLink Operator Services and Directory Assistance Services are provided under the terms and conditions of CLEC's ICAs.

3.0 Rates and Charges.

3.1 The recurring ("MRC") and NRC rates for CLSP Services and all associated CLSP applicable usage-based rates and miscellaneous charges are set forth or incorporated by reference into the attached CLSP Rate Sheets. Rates for CLSP Services are in addition to the applicable rates for elements and Services provided under CLEC's ICAs. Applicable intercarrier compensation rates and charges (such as access charges, reciprocal compensation, and other charges for elements and services) are applicable and are provided under a separate Agreement or Tariff.

3.2 **CLSP rates Effective Date through Term.** Starting on the Effective Date of the Agreement, rates for the Service will be those provided or referenced in the attached Rate Sheet. The MRCs for the switch port will be adjusted annually, effective January 1 of each year through the term of the Agreement. CLEC is eligible for and will receive discounts on the Basic Plan switch port MRCs if it meets the volume plans described below. Discounts are not cumulative and CenturyLink will apply the highest discount rate for which CLEC qualifies. Basic Plan MRCs will apply if CLEC does not qualify for any discount.

3.2.1 **90% YOY Volume Retention Plan:** If the number of CLEC's CLSP total lines as of October 31 of each year equals or exceeds 90% of the sum of CLEC's CLSP total lines as of October 31 of the preceding year, CLEC will qualify for a 10% discount off of the Business Port and a 2% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.2 **115% YOY Volume Growth Plan:** If the number of CLEC's total CLSP lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC's total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than one thousand (1,000) CLSP lines, CLEC will qualify for a 30% discount off the Business Port MRCs and a 6% discount off the Residential Port MRCs applicable during the next calendar year.

3.3 For purposes of counting CLEC's total CLSP lines in section 3.2 as of October 31 of each year, CenturyLink will include all CLSP lines, if any, from the previous year. For example, to determine 2015 CLSP rates, CenturyLink will use the total number of CLEC's CLSP lines as of October 31, 2013 compared to CLEC's total number of CLSP lines as of October 31, 2014 in order to calculate CLEC's discount eligibility on January 1, 2015. Each adjustment will be

effective on each January 1 during the term of the Agreement.

3.4 Except as otherwise provided herein, the Loop element combined with a CLSP Service will be provided in accordance with CLEC's ICAs with CenturyLink at the rates set forth in those ICAs.

3.4.1 **Loops provided under the Agreement.** Upon thirty (30) Days notice via the standard commercial notification process, CenturyLink may change monthly recurring charges for the Omaha, Nebraska Loop elements provided under the Agreement.

3.5 CLEC will be responsible for billing its CLSP End User Customers for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or as otherwise required.

3.6 CLEC will pay CenturyLink the PIC change charge associated with CLEC End User Customer changes of interLATA or intraLATA Carriers. Any change in CLEC's End User Customers' interLATA or intraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

3.7 **Intercarrier Compensation.** Except as specifically described in this Section, the Agreement does not change or amend applicable intercarrier compensation arrangements (including but not limited to Switched Access, Signaling, or Transit charges) between any parties, including between CenturyLink and Carriers or IXCs.

3.7.1 **Switched Access.** For CLSP End User Customer(s), CenturyLink will not charge to or collect from the IXC usage based end office and loop Switched Access charges (such as Switched Access Local Switching, End Office Shared Port, Tandem Transmission and Carrier Common Line) for InterLATA or IntraLATA Toll Calls originating or terminating from that CLSP End User Customer's line to an IXC.

3.7.2 **Signaling.** CenturyLink retains its rights to charge IXCs for signaling usage (ISUP Signal Formulation, ISUP Signal Transport, and ISUP Signal Switching, as well as LIDB, ICNAM and 8XX) associated with interLATA and intraLATA Toll Calls originated by or terminated to a CLSP End User under the applicable Tariff.

3.7.3 **Transit.** For any call originated by an end user served by a Carrier that routes through CenturyLink's network and which terminates to a CLSP End User, CenturyLink retains its rights to bill the originating Carrier Transit charges for that call under the originating Carrier's Agreement.

3.7.4 **Other.** CenturyLink retains its rights to bill IXCs or other Carriers, as applicable, any and all other access charges and assessments not expressly addressed in this section, including but not limited to flat rate transport charges, in accordance with the applicable Tariff

3.8 **Local Switching Usage and Shared Transport Minute of Use (MOU)** This section describes the use of the CenturyLink network for different call types originated by or terminated to CLSP End Users. This section does not affect CenturyLink's rights to charge IXCs for signaling as described in Section 1.4.2 of this Attachment.

3.8.1 **Originating IntraOffice Local Calls** - This originating Local Call requires switching by the local serving CenturyLink end office Switch only. When this call type is originated by a CLSP End User, Local Switch Usage charges provided in the CLSP Rate Sheet will apply. For these call types that also terminate to an end user served by a Carrier, CenturyLink may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA.

3.8.2 **Originating InterOffice Local Calls.** This originating Local Call requires switching by the local serving CenturyLink end office and other interoffice switching for Local traffic. When this call type is originated by a CLSP end user, Local Switch Usage per MOU and Shared Transport per MOU charges provided in the Rate Sheet will apply. For these call types that also terminate to an end user served by a non-CenturyLink Carrier, CenturyLink may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA

3.8.3 **Originating IXC Toll Calls.** This originating Toll Call requires switching by the local serving CenturyLink end office. If the CLSP End User's selected IXC does not have direct trunking to the local serving CenturyLink end office, Shared Transport is required to deliver that call to the Access Tandem for delivery to the IXC. When this call type is originated by a CLSP end user, Local Switch Usage provided in the CLSP Rate Sheet applies. Additionally, if Shared Transport is necessary to deliver the call to the Access Tandem, Shared Transport Usage charges provided in the CLSP Rate Sheet will apply. The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate.

3.8.4 **Terminating IntraOffice and InterOffice Local Calls.** This terminating Local Call requires switching by the local serving CenturyLink end office and in certain instances other interoffice switching within the Local Calling area. When a call is terminated to a CLSP end user, no charges will apply under CLSP. For these call types that originate from an end user served by a Carrier, CenturyLink retains its rights to bill that Carrier certain Transit charges as described in Section 3.7 above.

3.8.5 **Terminating IXC Toll Calls.** This terminating Toll Call always requires switching by the local serving CenturyLink end office. If the originating caller's IXC does not have direct trunking to the CLSP end user's local serving CenturyLink end office switch, Shared Transport is required to terminate the call to the receiving CLSP end user. When this call type is terminated to a CLSP end user, Local Switch Usage charges provided in the Rate Sheet will apply. Additionally, if Shared Transport is necessary to deliver the call to the CLSP end user from the access tandem, Shared Transport Usage charges provided in the Rate Sheet will apply. The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate.

3.8.6 **Originating Toll Calls when QC is the IntraLATA Toll provider.** See Section 1.5.4 above.

3.9 CenturyLink will have a reasonable amount of time to implement system or other changes necessary to bill CLEC

for rates or charges associated with CLSP Services

3.10 CLSP Services have a one-month minimum service period requirement for each CLEC End User Customer. The one-month minimum service period is the period of time that CLEC is required to pay 100% of the MRC for the Service even if CLEC does not retain Service for the entire month. CLSP Services are billed month to month and will after the one month minimum service period is satisfied be pro-rated for partial months based on the number of days Service was provided.

3.11 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing suspension of Service, denying or restoring service, adding, removing or changing features, and other similar requests.

4.0 Systems and Interfaces.

4.1 CenturyLink and CLEC will support the use of current OSS interfaces and OSS business rules for CLSP, including electronic ordering and flow, as the same may evolve over time.

4.2 CLSP Services are ordered utilizing the LSR process as described in the CenturyLink wholesale website.

4.3 Prior to placing an order on behalf of each End User Customer, CLEC will be responsible for obtaining and will have in its possession a Proof of Authorization as set forth in the Agreement.

4.4 When CenturyLink or another provider of choice, at the End User Customer's request, orders the discontinuance of the End User Customer's existing service with CLEC, CenturyLink will render its closing bill to CLEC effective as of the disconnection. CenturyLink will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to CenturyLink or another service provider. CenturyLink will not provide CLEC or CenturyLink retail personnel with the name of the other service provider selected by the End User Customer.

4.5 The Parties will provide each other with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

5.0 CenturyLink will bill CLEC, on a monthly basis, within seven to ten Days of the last day of the most recent Billing period, in an agreed upon standard electronic format. Billing information will include a summary bill and individual End User Customer sub-account information. If CLEC needs additional or different billing information in order to properly bill its End Users or other Carriers (including CenturyLink), CenturyLink will work with CLEC in good faith to deliver such information.

6.0 Maintenance and Repair.

6.1 CenturyLink will maintain facilities and equipment that comprise the CLSP Service provided to CLEC. 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.

6.2 CenturyLink will provide general repair and maintenance Services on its facilities, including those facilities supporting CLSP Services purchased by CLEC. CenturyLink will repair and restore any equipment or any other maintainable component that adversely impacts CLEC's use of CLSP Service. CenturyLink and CLEC will cooperate with each other to implement procedures and processes for handling service-affecting events. There will be no charge for the Services provided under this Section 6, except as set forth in the Rate Sheet.

7.0 Commercial Performance and Service Credits.

7.1 Each Party will provide suitably qualified personnel to perform its obligations under the Agreement and all CLSP Services in a timely and efficient manner with diligence and care, consistent with the professional standards of practice in the industry, and in conformance with Applicable Law. The CLSP Service attributes and process enhancements are not subject to the Change Management Process ("CMP"). CLEC proposed changes to CLSP Service attributes and process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.

7.2 CLEC will be entitled to service credits only for each instance of a missed installation commitment and each instance of an out of service condition that is not cleared within 24 hours. All service credits will be applied automatically by CenturyLink as credit against CLEC's bill for the billing period following the one in which the credits were accrued. Credits for Services provided under the Agreement will be applied for activity beginning the first full month after the Effective Date.

7.2.1 Installation Commitments Met. For each installation commitment that CenturyLink, through its own fault, fails to meet, CenturyLink will provide a service credit equal to 100% of the nonrecurring charge for that installation. CenturyLink will use the state installation nonrecurring charge contained in the Agreement for that order type in calculating the credit.

7.2.2 Out of Service Cleared within 24 Hours. For each out-of-service condition that CenturyLink, through its own fault, fails to resolve within 24 hours, CenturyLink will provide a service credit equal to one day's recurring charge (monthly recurring charge divided by 30) for each day out of service beyond the first 24 hours. (For example, if the out-of-service condition exists for 25 to 47 hours, CLEC will be entitled to a credit equal to the monthly recurring charge divided by 30. If the out-of-service condition existed for 48 to 71 hours, the credit would equal two times the monthly recurring charge divided by 30).

DocuSign Envelope ID: 9D672026-B7CD-4488-B693-F76F260152E3

CenturyLink™ Local Services Platform (CLSP™) Rate Page - Arizona
January 1, 2014 through Term

			USOC	Recurring	Non-Recurring	Notes
109.8	Shared Transport Purchased As Part of CLSP™					
	109.8.1	CLSP™ Residential, Business, and PAL (Per MOU)		$0.0008236		
	109.8.2	CLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.26		
109.11	Local Switching Purchased As Part of CLSP™					
	109.11.1	Ports, Basic Plan				
		109.11.1.1 Analog Port		$10.65		
		109.11.1.2 Residential end user credit	LAWUR	($5.81)		1
		109.11.1.3 Effective CLSP™ Residential Analog Port		$4.84		1
		109.11.1.4 Digital Port (Supporting BRI ISDN)		$18.59		
		109.11.1.5 PBX DID Port		$11.53		
	109.11.2	Intentionally Blank				
	109.11.3	Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
		109.11.3.1 Analog Port		$9.59		
		109.11.3.2 Analog Port, Residential end user credit	LAWUR	($4.85)		1
		109.11.3.3 Effective CLSP™ Residential Analog Port		$4.74		1
		109.11.3.4 Digital Port (Supporting BRI ISDN)		$18.59		
		109.11.3.5 PBX DID Port		$11.53		
	109.11.4	Intentionally Blank				
	109.11.5	Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
		109.11.5.1 Analog Port		$7.46		
		109.11.5.2 Analog Port, Residential end user credit	LAWUR	($2.91)		1
		109.11.5.3 Effective CLSP™ Residential Analog Port		$4.55		1
		109.11.5.4 Digital Port (Supporting BRI ISDN)		$18.59		
		109.11.5.5 PBX DID Port		$11.53		
	109.11.6	Intentionally Blank				
	109.11.7	Local Switch Usage				
		109.11.7.1 CLSP™ Residential, Business, and PAL (Per MOU)		$0.00097		
		109.11.7.2 CLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.81000		
	109.11.8	Switch Features				2
		109.11.8.1 Account Codes - per system	AZ8PS		$75.00	
		109.11.8.2 Attendant Access Line - per station line	DZR		$10.00	
		109.11.8.3 Audible Message Waiting	MGN, MWW		$13.00	
		109.11.8.4 Authorization Codes - per system	AFYPS		$85.00	
		109.11.8.5 Automatic Line	ETVPB		$6.00	
		109.11.8.6 Automatic Route Selection - Common Equip. per system	F5GPG		$2200.00	
		109.11.8.7 Call Drop	NA-FID		$5.00	
		109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$10.00	
		109.11.8.9 Call Exclusion - Manual	NA-FID (IDSN)		$5.00	
		109.11.8.10 Call Forwarding Don't Answer - Incoming Only	69A		$5.00	
		109.11.8.11 Call Forwarding: Busy Line / Don't Answer Programmable Svc. Establishment	SEPFA		$50.00	
		109.11.8.12 Call Forwarding: Busy Line/Don't Answer (Expanded)	FVJ, FVJHG		$5.00	
		109.11.8.13 Call Forwarding: Don't Answer	69H, EVD, EVDHG		$5.00	
		109.11.8.14 Call Forwarding: Don't Answer / Call Forward Busy Customer Programmable- Per Line	FSW		$10.00	
		109.11.8.15 Call Waiting Indication - per timing state	WUT		$25.00	
		109.11.8.16 Centrex Commom Equipment	HYE, HYS		$160.00	
		109.11.8.17 CLASS - Call Trace, Per Occurrence	NO USOC		$2.35	
		109.11.8.18 CLASS - Continuous Redial	NSS		$10.00	
		109.11.8.19 CLASS - Last Call Return	NSQ		$10.00	
		109.11.8.20 CLASS - Priority Calling	NSK		$10.00	
		109.11.8.21 CLASS - Selective Call Forwarding	NCE		$10.00	
		109.11.8.22 CLASS - Selective Call Rejection	NSY		$10.00	
		109.11.8.23 CMS - Packet Control Capability, per System	PTGPS		$1500.00	
		109.11.8.24 CMS - System Establishment - Initial Installation	MB5XX		$950.00	
		109.11.8.25 CMS - System Establishment - Subsequent Installation	CPVWO		$500.00	
		109.11.8.26 Conference Calling - Meet Me	MJJPK		$5.00	
		109.11.8.27 Conference Calling - Preset	MO9PK		$5.00	
		109.11.8.28 Direct Station Select / Busy Lamp Field per arrangement	BUD		$6.00	
		109.11.8.29 Directed Call Pickup with Barge-in	6MD		$5.00	
		109.11.8.30 Directed Call Pickup without Barge-in	69D		$5.00	
		109.11.8.31 Distinctive Ring/Distinctive Call Waiting	RNN		$5.00	
		109.11.8.32 Expensive Route Warning Tone- per system with ARS	AQWPS		$90.00	
		109.11.8.33 Facility Restriction Level - per system	FRKPS		$125.00	
		109.11.8.34 Group Intercom	GCN		$8.00	
		109.11.8.35 Hot Line - per line	HLA, HLN		$6.00	
		109.11.8.36 Hunting: Multiposition Hunt Queuing	MH5		$10.00	
		109.11.8.37 Hunting: Multiposition with Announcement in Queue	MHW		$10.00	
		109.11.8.38 Hunting: Multiposition with Music in Queue	MOHPS		$100.00	
		109.11.8.39 ISDN Short Hunt	NHGPG		$8.00	
		109.11.8.40 Loudspeaker Paging - per trunk group	PTQPG		ICB	
		109.11.8.41 Make Busy Arrangements - per group	A9AEX, P89		$20.00	
		109.11.8.42 Make Busy Arrangements - per line	MB1		$10.00	
		109.11.8.43 Message Center - per main station line	MFR		$6.00	
		109.11.8.44 Message Waiting Visual	MV5		ICB	
		109.11.8.45 Music On Hold - per system	MHHPS		$75.00	
		109.11.8.46 Privacy Release	K7KPK		$5.00	
		109.11.8.47 Query Time	QT1PK		$8.00	
		109.11.8.48 SMDR-P - Archived Data	SR7CX		$300.00	
		109.11.8.49 SMDR-P - Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$165.00	

DocuSign Envelope ID: 9D672026-B7CD-4488-B693-F76F260152E3

CenturyLink™ Local Services Platform (CLSP™) Rate Page - Arizona
January 1, 2014 through Term

			USOC	Recurring	Non-Recurring	Notes
	109.11.8.50	Station Camp-On Service - per main station	CPK		$6.00	
	109.11.8.51	Time of Day Control for ARS - per system	ATBPS		$125.00	
	109.11.8.52	Time of Day NCOS Update with ARS	A4T		$1.00	
	109.11.8.53	Time of Day Routing - per line with ARS	ATB		$1.00	
	109.11.8.54	Trunk Verification from Designated Station	BVS		$100.00	
	109.11.8.55	UCD in hunt group - per line	MHM, H6U, NZT		$10.00	
109.11.9	Other					
	109.11.9.1	Custom Number		See Applicable CenturyLink Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
	109.11.9.2	PBX DID Complex Translations Digits Outpulsed Change Signaling			$14.30	
	109.11.9.3	PBX DID Block Compromise			$25.18	
	109.11.9.4	PBX DID Group of 20 Numbers			$33.50	
	109.11.9.5	PBX DID Reserve Sequential # Block			$25.03	
	109.11.9.6	PBX DID Reserve Non Sequential TN			$23.37	
	109.11.9.7	PBX DID NonSequential TN			$35.15	
109.11.10	Subsequent Order Charge		NHCUU		$13.33	4
109.11.11	CenturyLink (QC) IntraLATA Toll, LPIC 5123			See Applicable CenturyLink Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.20	Miscellaneous Charges					5
109.20.1	Non-Design					
	109.20.1.1	Trouble Isolation Charge (TIC)	LTESX		**	
	109.20.1.2	Network Premises Work Charge				
	109.20.1.2.1	Basic				
	109.20.1.2.1.1	First Increment	HRH11		**	
	109.20.1.2.1.2	Each Additional Increment	HRHA1		**	
	109.20.1.2.2	Overtime				
	109.20.1.2.2.1	First Increment	HRH12		**	
	109.20.1.2.2.2	Each Additional Increment	HRHA2		**	
	109.20.1.2.3	Premium				
	109.20.1.2.3.1	First Increment	HRH13		**	
	109.20.1.2.3.2	Each Additional Increment	HRHA3		**	
109.20.2	Design					
	109.20.2.1	Maintenance of Service				
	109.20.2.1.1	Basic				
	109.20.2.1.1.1	First Increment	MVWXX		**	
	109.20.2.1.1.2	Each Additional Increment	MVW1X		**	
	109.20.2.1.2	Overtime				
	109.20.2.1.2.1	First Increment	MVWOX		**	
	109.20.2.1.2.2	Each Additional Increment	MVW2X		**	
	109.20.2.1.3	Premium				
	109.20.2.1.3.1	First Increment	MVWPX		**	
	109.20.2.1.3.2	Each Additional Increment	MVW3X		**	
	109.20.2.2	Optional Testing (Additional Labor)				
	109.20.2.2.1	Basic, First and Each Additional Increment	OTNBX		**	
	109.20.2.2.2	Overtime, First and Each Additional Increment	OTNOX		**	
	109.20.2.2.3	Premium, First and Each Additional Increment	OTNPX		**	
	109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
	109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
	109.20.2.5	Network Premises Work Charge				
	109.20.2.5.1	Basic				
	109.20.2.5.1.1	First Increment	HRH11		**	
	109.20.2.5.1.2	Each Additional Increment	HRHA1		**	
	109.20.2.5.2	Overtime				
	109.20.2.5.2.1	First Increment	HRH12		**	
	109.20.2.5.2.2	Each Additional Increment	HRHA2		**	
	109.20.2.5.3	Premium				
	109.20.2.5.3.1	First Increment	HRH13		**	
	109.20.2.5.3.2	Each Additional Increment	HRHA3		**	
109.20.3	Design and Non-Design					
	109.20.3.1	Trip Charge - Premises Visit Charge	NRTCY		$50.00	
	109.20.3.2	Premises Work Charge				
	109.20.3.2.1	Basic				
	109.20.3.2.1.1	First Increment	HRD11		$60.00	
	109.20.3.2.1.2	Each Additional Increment	HRDA1		$30.00	
	109.20.3.2.2	Overtime				
	109.20.3.2.2.1	First Increment	HRD12		$70.00	
	109.20.3.2.2.2	Each Additional Increment	HRDA2		$35.00	

CenturyLink™ Local Services Platform (CLSP™) Rate Page - Arizona
January 1, 2014 through Term

	USOC	Recurring	Non-Recurring	Notes
109.20.3.2.3 Premium				
109.20.3.2.3.1 First Increment	HRD13		$80.00	
109.20.3.2.3.2 Each Additional Increment	HRDA3		$40.00	
109.20.3.3 Date Change	VT6DC		$100.00	
109.20.3.4 Design Change	H28		$50.00	
109.20.3.5 Expedite Charge, Per day advanced	EODDB		$200.00	
109.20.3.6 Cancellation Charge	No USOC		ICB	
109.23 CLSP™ Installation and Conversion Nonrecurring Charges (NRCs)				
109.23.1 Conversion Nonrecurring Charges				
109.23.1.1 CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
109.23.1.2 CLSP™ PBX DID Trunks				
109.23.1.2.1 First Trunk	URCCD		$20.34	
109.23.1.2.2 Each Additional			$3.08	
109.23.1.3 CLSP™ ISDN BRI				
109.23.1.3.1 First	URCCU		$0.28	
109.23.1.3.2 Each Additional			$0.28	
109.23.1.3.3 Disconnect			$0.28	
109.23.2 Installation Nonrecurring Charges				
109.23.2.1 CLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.2.1.1 First Line (Mechanized)	NHCRA		$25.00	
109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
109.23.2.2 CLSP™ Analog DID PBX Trunks			$177.02	
109.23.2.3 CLSP™ ISDN-BRI			$241.28	
109.23.3 CenturyLink AIN Features		See Applicable CenturyLink Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.23.4 CenturyLink Voice Messaging Services		See Applicable CenturyLink Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
112 Operational Support Systems				
112.1 Develoments and Enhancements, per Local Service Request		All charges and increments equal the comparable charges and increments provided in the CenturyLink Wholesale PCAT.		
112.2 Ongoing Operations, per Local Service Request				
112.3 Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, CenturyLink reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification

** See Applicable CenturyLink Retail Tariff, Catalog or Price List for all charges and increments.

1 CLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). CLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 CLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in CenturyLink's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5 CLSP™ ISDN BRI and PBX are "Design". Remaining CLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in CenturyLink Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying CenturyLink Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6 Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.