CenturyLink™

September 3, 2019

**VIA OVERNIGHT DELIVERY**

Ms. Jocelyn Boyd
Chief Clerk and Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, SC 29210

Re: Interconnection Agreement and Carrier Partner for Interconnected VoIP Provider Amendment by and between United Telephone Company of the Carolinas LLC d/b/a CenturyLink and Teliax, Inc.
Docket No.

Dear Ms. Boyd:

On behalf of United Telephone Company of the Carolinas LLC d/b/a CenturyLink ("CenturyLink") and Teliax, Inc. ("Teliax"), CenturyLink hereby submits this Interconnection Agreement ("Agreement") and Carrier Partner for Interconnected VoIP Provider Amendment ("Amendment") between the parties. This Agreement and Amendment will be effective upon Commission approval.

CenturyLink and Teliax respectfully request that the Commission approve this Agreement and Amendment. CenturyLink is represented in this matter by Mr. Scott Elliott, Elliott & Elliott P.A., 1508 Lady Street, Columbia, SC 29201. He can also be reached at (803) 771-0555.

An extra copy of the cover letter is also enclosed. Please stamp the extra copy as "Filed" and return to me in the usual manner. Thank you for your assistance in this matter. If you have any questions on this matter, please contact me at 919-554-7621.

Very truly yours,

Jeanne W. Stockman

JWS/sc
cc: David Aldworth, President *(via electronic mail on behalf of Teliax)*
Scott Elliott (*via electronic mail*)

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# Interconnection Agreement

**By and Between**

**United Telephone Company of the Carolinas LLC d/b/a CenturyLink**

**and**

**Teliax, Inc.**

**For the State of**

**South Carolina**

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TABLE 1- RATES

TABLE 2 - COLLOCATION

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

**WHEREAS,** the Parties wish to Interconnect their local exchange networks for the purposes of transmission and termination of Local Traffic (as hereinafter defined), so that customers of each Party can receive calls that originate on the other Party's network and place calls that terminate on the other Party's network; and

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

**WHEREAS,** the Parties wish to set forth terms for the purchase of Unbundled Network Elements, Resale, Additional Services and for Collocation arrangements for the provision of Telecommunications Services; and

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



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# ARTICLE I. DEFINITIONS

## 1. GENERAL RULES

1.1 Unless the context clearly indicates otherwise, the definitions set forth in this Article of this Agreement shall apply to the entire Agreement and all attachments incorporated by reference herein into this Agreement.

1.2 Additional definitions that are specific to the matters covered in a particular Article, attachment or provision may appear in that Article, attachment or provision. To the extent that there is any difference between a term which is defined in more than one place within this Agreement, including any attachments, a definition set forth in a specific Article, attachment or provision shall control with respect to that Article, attachment or provision.

1.3 A defined term intended to convey the meaning stated in this Agreement is capitalized when used. Capitalized terms that are not otherwise defined in this Agreement, including any attachments, but are defined in the Telecommunications Act of 1996 (Act) and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.

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

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

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

## 2. DEFINITIONS

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

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

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

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

Access Services: Interstate and intrastate Switched Access Services and Special Access Services, as appropriate.

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

ACTL: Access Customer Terminal Location as defined by Telcordia.

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

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

ALI Database: A database used in providing 911 Service which stores information associated with End User customers' telephone numbers or Shell Records.

Applicable Law: Shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that relate to the respective rights and obligations of each Party as of the Effective Date or as subsequently revised.

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

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

Automatic Location Identification (ALI): A record that includes the subscriber's telephone number (identified by ANI), street address, Emergency Service Number and other predetermined information associated with the E911 caller's telephone number, which can be forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.); will be identified with the service address of the calling party's listed number.

Automatic Number Identification (ANI): A telephone number associated with the access line from which a 911 call originates, used for selective routing and for display at a Public Safety Answering Point (PSAP) to identify the telephone number of the caller. It is the key field in the ALI Database. Any reference to ANI in this Agreement shall be deemed to be inclusive of pANI, as appropriate.

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

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

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Bona Fide Request (BFR): The process CLEC must use (1) to submit a request to obtain Interconnection or access to a Network Element to which CenturyLink is required to provide access on an unbundled basis under Applicable Law, but which Interconnection or Network Element is new, undefined or not otherwise available under the terms of this Agreement; (2) when facilities and equipment are not Currently Available; (3) when CLEC requests that CenturyLink provide Interconnection or a Network Element on an unbundled basis that is superior or inferior in quality than those that CenturyLink provides to itself; and (4) to request certain other services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered via the BFR process on an individual case basis (ICB).

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

CCXC is an acronym for "Co-carrier cross-connects" which are connections between CLEC and another collocated Telecommunications Carrier other than CenturyLink within the same CenturyLink Premises. A CCXC may also be used for purposes of providing other types of intraoffice cabling connections under circumstances which are delineated by specific reference to a CCXC within this Agreement.

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

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

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

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

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

CIC: An acronym for Carrier Identification Code.

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

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CLEC: The Party to this Agreement identified as such and which is a Competitive Local Exchange Carrier as defined in 47 U.S.C. §153, authorized to provide Telephone Exchange Services or Exchange Access Services in competition with an ILEC.

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

CLLI Codes: Common Language Location Identifier Codes.

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

Commingle: The act of Commingling.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day: A calendar day unless otherwise specified.

Dedicated Transport: UNE transmission path between one of CenturyLink's Wire Centers or switches and another of CenturyLink's Wire Centers or switches within the same LATA and State that are dedicated to a particular customer or carrier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exchange Access: The offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

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

FCC: The Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

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

Intellectual Property: Means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all re-issuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and

confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

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

Interconnection: refers to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic as contemplated in the 252(c)(2) of the Act, in accordance with the terms and conditions of this Agreement. This term does not include the transport and termination of traffic.

Interconnection Facility: The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of Telephone Exchange Service and Exchange Access, subject to the trunking requirements and other terms and provisions of this Agreement.

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

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

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

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

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

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

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

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

Jointly Provided Switched Access Service Traffic: Traffic where both CenturyLink's network and CLEC's network are used to originate Switched Access Service traffic by an End User to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyLink's network and CLEC's network are used to terminate Switched Access Service traffic delivered by an IXC to an End User.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Feeder/distribution interfaces;

c. Bridge taps;

d. Load coils;

e. Pair gain devices; or

f. Distributers in the same or adjacent binders.

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

Wire gauge or gauges; and

Electrical parameters.

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

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

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

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

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

Minutes of Use: Shall be abbreviated as MOU.

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Multiple Exchange Carrier Access Billing (MECAB): The document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The currently effective version of the MECAB document, published by ATIS (0401004-00XX), contains the recommended guidelines for the billing of an Access Service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD): A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The currently effective version of the MECOD document, published by ATIS (0404120-00XX), establishes methods for processing orders for Access Service that is to be provided by two or more LECs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Point of Interconnection (POI): A point on CenturyLink's network where the Parties establish Interconnection in accordance with this Agreement. The POI also establishes the interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for the Interconnection of their respective networks.

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

Pseudo-ANI (pANI): A ten digit number that is used in place of ANI for E911 call routing and the delivery of dynamic ALI information (e.g., to identify a wireless cell, cell sector, or PSAP to which the call should be routed). For purposes to this Agreement, references to pANI shall include Emergency Services Query Key (ESQK), Emergency Services Routing Digit (ESRD) and Emergency Service Routing Key (ESRK), as appropriate.

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

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

Rating Point: The finite geographic point identified by a specific Vertical and Horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes.

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

Remote Switch: A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not allow trunk connections nor have the full features, functions and capabilities of an End Office Switch. Such trunk connection features, functions, and capabilities are provided to a Remote Switch via an intraswitch umbilical from a host End Office.

Routine Network Modifications: An activity that CenturyLink regularly undertakes for its own customers, as more particularly described in Section 73 of this Agreement.

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



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

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

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

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

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

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

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

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

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

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

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

Switched Access Services: The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Any traffic that does not meet the definition of Local Traffic or ISP-Bound Traffic or Toll VoIP-PSTN Traffic will be considered Switched Access Service. Switched Access Services includes, without limitation, the following: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 and 900 Access Services

Tandem or Tandem Switch or Tandem Office Switch: A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another, in a series, for the purpose of exchanging traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

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

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

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

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

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

Telecommunications Carrier: Shall have the meaning set forth in 47 U.S.C. §153. This definition includes CMRS providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international Telecommunications for a fee directly to the public.

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

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

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

Tier 1 Wire Center: Those CenturyLink Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those CenturyLink Tandem Switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

Tier 2 Wire Center: Those CenturyLink Wire Centers that are not Tier 1 Wire Centers but contain at least three (3) Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

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

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

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

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

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

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

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

Virtual NXX Traffic (VNXX Traffic): refers to calls originated from or terminated to an NPA-NXX-XXXX that was assigned using a VNXX Service.

VNXX Service: VNXX Service means the assignment by a Party of a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is not within the same Local Calling Area as the geographic location of the End User's premises.

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

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

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

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

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

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## ARTICLE II. GENERAL TERMS AND CONDITIONS

### 3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

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

### 4. POSITION OF THE PARTIES

4.1 This Agreement is an integrated package that reflects a balancing of interests of the Parties. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. CLEC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to CLEC, such terms are intended to apply only to the extent required by Applicable Law.

### 5. REGULATORY APPROVALS

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

### 6. EFFECTIVE DATE, TERM AND TERMINATION

6.1 Effective Date. Subject to Section 5.1, this Agreement shall become effective on the date of Commission approval (Effective Date); however, the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

6.1.1 Notwithstanding the above, no order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CLEC has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

6.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the Initial Term), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

6.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six (6) consecutive months of inactivity on the part of CLEC. Inactivity is defined as CLEC's failure, as required in this Agreement, to initiate the required pre-ordering activities, CLEC's failure to submit any orders, or CLEC's failure to originate or terminate any Local Traffic.

6.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.

6.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 6.3 and, on or before the noticed date of termination (the End Date), either Party has requested negotiation of a new Interconnection agreement, such notice shall be deemed to constitute a Bona Fide Request to negotiate a replacement agreement for Interconnection, services or Network Elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new Interconnection agreement between CLEC and CenturyLink; or, (b) one-hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 6.3. Should the Parties not agree to continue to operate under the terms set forth herein after one-hundred eighty (180) Days, then the provisions of Section 6.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 6.6 or Section 6.7.

6.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 6.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a new Interconnection agreement, then (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including Interconnection arrangements and the exchange of Local Traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.



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6.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default by the other Party so long as the non-Defaulting Party notifies the Defaulting Party in writing of the Default and the Defaulting Party does not cure the Default within thirty (30) Days of receipt of the written notice, provided however, that any requirements for written notice and opportunity to cure with respect to the failure to make timely payment of undisputed charges shall be governed separately under Section 51. Following CenturyLink's notice to CLEC of its Default, CenturyLink shall not be required to process new Service Orders until the Default is timely cured.

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

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

6.9 Predecessor Agreements.

6.9.1 Except as stated in Section 6.9.2 or as otherwise agreed in writing by the Parties:

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

b. any services that were purchased by one Party from the other Party under a prior Interconnection or resale agreement between the Parties for the State pursuant to §252 of the Act and in effect immediately prior to the Effective Date, shall be subject to the prices, terms and conditions under this Agreement from and after the Effective Date. Notwithstanding the foregoing, if such services were purchased after the Parties agreed to implement this Agreement pursuant to Section 6.1, neither party will bring a dispute to require that an obligation incurred after execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement.

6.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior agreement between the Parties pursuant to §252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one (1) month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be subject to the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

6.9.3 If either Party elects to cancel the service commitment pursuant to the proviso in Section 6.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

## 7. CLEC CERTIFICATION

7.1 Notwithstanding any other provision of this Agreement, CenturyLink shall have no obligation to perform under this Agreement until such time as CLEC has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a competitive local exchange carrier. CLEC shall not be permitted to establish its account nor place any orders under this Agreement until it has obtained such authorization and provided proof of such to CenturyLink. At any time during the life of this Agreement, CLEC will provide a copy of its current Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. CLEC's failure to maintain such authorization(s) as may be required by Applicable Law for conducting business in the State as a CLEC shall be considered a Default of Agreement.

## 8. APPLICABLE LAW

8.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

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

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



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

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

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

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

8.4 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only that specific provision of the Agreement. In all other respects, this Agreement will stand as if such provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If the provision materially affects the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly negotiate an amendment to this Agreement in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, initiate Dispute Resolution pursuant to the terms of this Agreement, and any resolution in favor of the affected Party will be considered retroactive to the date Dispute Resolution was initiated. Notwithstanding the above, where the affected provision is held to be invalid, void or unenforceable retroactively by a court of competent jurisdiction, the resolution in favor of the affected Party will be considered retroactive to the same extent, or to the extent specified in the decision or twenty-four (24) months from the date Dispute Resolution was initiated whichever is shorter.

## 9. CHANGES IN LAW

9.1 In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by

providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) Days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date.

9.2 Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyLink is no longer required by Applicable Law to continue to provide any service, facility, arrangement, payment or benefit (Discontinued Arrangements) otherwise required to be provided to CLEC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, arrangement, payment or benefit. CenturyLink will provide thirty (30) Days prior written notice to CLEC of any such discontinuation, unless a different notice period or different conditions are specified by Applicable Law, in which event such specified period and/or conditions shall apply. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering, and CenturyLink will not provide, new Discontinued Arrangements. If CLEC disputes CenturyLink's discontinuance of such service, facility, arrangement, payment or benefit, the dispute resolution procedures of this Agreement shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in CenturyLink's written notice to CLEC unless a definitive effective date is specified by Applicable Law.

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

9.4 Should the Parties be unable to reach agreement with respect to the applicability of any Amended Rules or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions



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

## 10. AMENDMENTS

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

## 11. ASSIGNMENT

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

11.2 Except as provided in Section 11.1, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however, that reasonable grounds for withholding consent would include, without limitation, the existence of any material Default by the requesting Party. For purposes of this paragraph, a material Default shall include, without limitation, the failure by a Party to pay any outstanding undisputed amounts by the due date.

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

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



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## 12. CONFIDENTIAL INFORMATION

12.1 All information which is disclosed by one Party (Disclosing Party) to the other Party (Recipient) in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, except as provided in Section 12.5 below or as specifically provided elsewhere in this Agreement. Such information includes, but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC, and where applicable, the rules and regulations of the Commission (Confidential Information).

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

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

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

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

12.6 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.

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

12.8 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

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

## 13. CONSENT

13.1 Except as otherwise expressly stated in this Agreement, where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

## 14. CONTACTS BETWEEN THE PARTIES

14.1 Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list on the CenturyLink Website, and any updates also will be provided on the Website. Information contained on the Website will include a single contact telephone number for CenturyLink's CLEC Service Center (via an 800#) that CLEC may call for all ordering and status inquiries and other day-to-day inquiries at any time during the Business Day. In addition, the Website will provide CLEC with contact information for the personnel and/or organizations within CenturyLink capable of assisting CLEC with inquiries regarding the ordering, provisioning and billing of Interconnection, UNE and resale services. Included in this information will be the contact information for a person or persons to whom CLEC can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

## 15. GENERAL DISPUTE RESOLUTION

15.1 The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 51 shall also apply to the resolution of any billing disputes.

15.2 Alternative to Litigation. Except as provided under §252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order, an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree that the following resolution procedures shall be used.



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

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

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

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

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



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arbitration or arbitrator that may be employed to resolve a dispute.

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

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

## 16. ENTIRE AGREEMENT

16.1 This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, proposals, and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

16.2 The Parties acknowledge and agree that they have had adequate opportunity to negotiate this Agreement pursuant to a give and take process, and that the inclusion or exclusion of any provisions within this Agreement shall be without prejudice to either Party's right to advocate for different rights or obligations to apply under any circumstances *other than* the exercise and enforcement of and the rights and obligations hereunder. The provisions of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions concerning the matters set forth herein, nor deemed to constitute acquiescence or a waiver by either Party with respect to such matters under any circumstances *other than* the exercise and enforcement of and the rights and obligations hereunder, nor shall either Party be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter in any forum, without any diminishment of such rights based upon the passage of time or any course of conduct which is consistent with the Agreement.

16.3 To the extent this Agreement contains any provisions which are not governed by 47 U.S.C. §251 and which could otherwise be addressed in a separate stand-alone agreement, such inclusion does not subject such provisions to the compulsory arbitration or other provisions of 47 U.S.C. §252, and the Parties do not waive any position they may have with respect to the applicability or non-applicability of such federal statutes to any provisions hereof.

## 17. FORCE MAJEURE

17.1 In the event that performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, unusually severe weather, epidemics or like



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acts of God, nuclear accidents, power blackouts, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government under its police powers, labor disruptions, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected (Force Majeure Events), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference and the other Party shall likewise be excused from performance of any corresponding obligations that are rendered unnecessary, impractical or inequitable by the non-performance of the Party experiencing the Force Majeure Events on a day-to-day basis until the delay, restriction or interference has ceased; provided however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

17.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section. Notwithstanding the provisions of Section 17.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

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

## 18. FRAUD

18.1 The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. CenturyLink will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, CLEC's account in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

## 19. HEADINGS

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

## 20. INTELLECTUAL PROPERTY

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



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

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

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

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

20.6 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other

Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

20.7 Except as provided in Section 20.3 and/or Section 22.1, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual Property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

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

## 21. LAW ENFORCEMENT

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

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

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

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



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to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

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

## 22. LIABILITY AND INDEMNIFICATION

22.1 Indemnification Against Third-Party Claims. Each Party (the Indemnifying Party) agrees to indemnify, defend, and hold harmless the other Party (the Indemnified Party) and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims (as hereinafter defined).

22.1.1 For purposes of this Section 22, Claim means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses including, but not limited to, reasonable costs and attorneys' fees),

(a) based on allegations that, if true, would establish

(i) the Indemnifying Party's breach of this Agreement;

(ii) the Indemnifying Party's misrepresentation, fraud or other misconduct;

(iii) the Indemnifying Party's negligent or willful misconduct or omissions;

(iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party;

(v) the Indemnifying Party's liability in relation to any wrongful disclosure of private or personal matters or material which is defamatory; or

(vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or



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(b) that arises out of:

(i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement or the Indemnifying Party's use of any services or facilities obtained from or provided by the other Party under this Agreement;

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

(iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement;

(iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or

(v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section (other than applicable employee claimant(s)).

22.1.2 For purposes of this Section, Reasonable costs and attorneys' fees, as used in this Section, includes without limitation fees and costs incurred to interpret or enforce this Section.

22.1.3 The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

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



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22.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES AND PRODUCTS PROVIDED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT. NO REPRESENTATION OF STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTION OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

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

22.4.1 EXCEPT AS PROVIDED IN SECTION 22.4.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS REPUTATION, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

22.4.2 The limitation of liability under Section 22.4.1 does not apply to the following:

a. Indemnification under Section 22.1(a)(ii)-(vi);

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

c. Violation of security procedures;

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

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

f. Statutory damages;

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g. Liability for intentional or willful misconduct;

h. Liability arising under any applicable CenturyLink Tariff;

i. Each Party's obligations under Section 21 of this Agreement ("Law Enforcement");

j. Indemnity that arises under (or violation of a Party's obligations that arise under) Section 22.5.2 of this Agreement;

k. Section 32 of this Agreement; and/or

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

22.5 Miscellaneous Limitations. In addition to the general limitation of liability in this Section 22, the following shall also limit a Party's liability under this Agreement.

22.5.1 Inapplicability of Tariff Liability. Any general liability, as described in a Party's local exchange or other Tariffs, does not extend to the other Party, the other Party's End User(s), suppliers, agents, employees, or any other third parties. Liability of one Party to the other Party resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyLink.

22.5.2 CLEC Contracts. CLEC shall include language in its future contracts for services provided to third parties and its End Users using products, services, facilities or UNEs obtained from CenturyLink, provide that in no case shall CLEC's suppliers or contractors (including CenturyLink) be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification of the possibility of such damages, and CLEC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, CLEC's End Users, suppliers, agents, employees, or any other third parties.

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

22.5.4 No Liability for Errors. CenturyLink is not liable for mistakes in their respective signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs)) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, local

Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases).

22.5.5 CenturyLink shall be liable for damage to or destruction of CLEC's equipment located within a CenturyLink Premises only if such damage or destruction is caused by CenturyLink's sole negligence or willful misconduct.

## 23. SUBCONTRACTORS

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

## 24. INSURANCE

24.1 During the term of this Agreement, CLEC shall, at its own cost and expense, maintain insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII or better and licensed to do business in each state where the services are performed and/or facilities provided by the Parties pursuant to this Agreement. CLEC may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. CLEC will require its subcontractors to maintain proper insurance applicable to the type and scope of work to be performed related to this agreement.

24.1.1 Commercial General Liability with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate covering bodily injury, property damage, personal and advertising injury, contractual liability and products/completed operations;

24.1.2 Commercial Automobile liability, including all owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage;

24.1.3 Workers Compensation with statutory limits in the state where the services are performed and/or facilities provided by the Parties pursuant to this Agreement including Employer's Liability or "Stop Gap" insurance with limits of not less than $500,000 for each accident or disease;

24.1.4 "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within any CenturyLink Premises. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that CenturyLink has no liability for loss of profit or revenues should an interruption of service occur.



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

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

24.3 CenturyLink, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insured on the policies described in Subsections 24.1.1 and 24.1.2 above. CLEC shall cause its insurers waive their rights of subrogation against CenturyLink, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities for all the coverage described above unless such endorsement is prohibited by law or regulation. The coverage described in Subsection 24.1.1 will be primary and not contributory to insurance which may be maintained by CenturyLink, but only for the actions of CLEC or those for whom the CLEC is responsible. Prior to commencement of work under this Agreement and upon renewal of each policy described above, CLEC will furnish to CenturyLink evidence of the insurance required herein.

## 25. NON-EXCLUSIVE REMEDIES

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

## 26. RESERVATION OF RIGHTS

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



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## 27. NOTICES

27.1 Any notices required by or concerning this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery, or (d) on the date of an email, when such notices are sent to the addresses specified below.

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

CenturyLink:
Director Sales Support
700 W Mineral Ave – Room MN D18.30
Littleton, CO 80120
Phone: 303-992-5906
Email: intagree@centurylink.com

With copy to CenturyLink at the address shown below:
CenturyLink Legal Department
Wholesale Interconnection
700 W Mineral Ave – Room L14.08
Littleton, CO 80120
Phone: 303-992-5599
Email: Legal.Interconnection@centurylink.com

CLEC at the address shown below:
Teliax, Inc.
Attn: David Aldworth, President and CEO
2150 West 29th Avenue
Denver, CO 80211
Email: daldworth@teliax.com
Telephone: 303-629-8301

## 28. REFERENCES

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

## 29. RELATIONSHIP OF THE PARTIES

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

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

29.3 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

29.4 Except as provided by Section 23, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

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

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

## 30. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

## 31. SURVIVAL

31.1 The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 12), limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 22), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, or termination of this Agreement, shall survive the expiration or termination of this Agreement.

## 32. TAXES/FEES

32.1 Any State or local excise, sales, or use taxes (defined in Sections 32.3 and 32.4) and fees/regulatory surcharges (defined in Section 32.5) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The



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collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

32.2 Notwithstanding anything to the contrary contained herein, CLEC is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Term of this Agreement. In addition, CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate State, regulatory, municipality, local governing, regulatory and/or legislative body. It is expressly understood and agreed that CLEC's representations to CenturyLink concerning the status of CLEC's claimed tax exempt status, if any, and its impact on this Section 32 are subject to the indemnification provisions of Section 22, which, for purposes of this Section, serve to indemnify CenturyLink.

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

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

32.5 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting Party. Fees/regulatory surcharges shall include but not be limited to E911/911, other N11, franchise fees, and Commission surcharges.



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## 33. TERRITORY

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

33.2 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 6.7 of this Agreement.

## 34. THIRD-PARTY BENEFICIARIES

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

## 35. USE OF SERVICE

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

## 36. FEDERAL JURISDICTIONAL AREAS

36.1 To the extent that CenturyLink has contracts with federal entities in areas or structures used for military purposes (Federal Enclaves) such Federal Enclaves are not subject to the jurisdiction of the Commission, and the Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.

## 37. WAIVER

37.1 Waiver by either Party of any Default by the other Party shall not be deemed a waiver of any other Default. A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

## 38. WITHDRAWAL OF SERVICES

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

## 39. TECHNOLOGY UPGRADES

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

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## ARTICLE III. IMPLEMENTATION

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

### 40. IMPLEMENTATION PLAN

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

40.2 Dispute Resolution. If the Parties are unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 15.

### 41. SECURITY DEPOSIT

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

41.2 In the event of a material change in CLEC's financial condition subsequent to the Effective Date of this Agreement, CenturyLink may request a security deposit. A "material change in financial condition" means CLEC is a new CLEC with no established credit history, or is a CLEC that has not established satisfactory credit with CenturyLink, or the Party is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by CenturyLink due to a previous failure to pay undisputed charges in a timely manner. CenturyLink may require a deposit to be held as security for the payment of charges before the orders from CLEC will be provisioned and completed or before reconnection of Service. "Repeatedly delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period.

41.3 The deposit amount may not exceed the estimated total monthly charges for a two (2) month period based upon recent or projected Billing. The deposit may be adjusted by CLEC's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars ($5,000,000.00). The deposit may

be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to CenturyLink, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand.

41.4 CenturyLink may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

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

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

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

41.4.4 when this Agreement expires or terminates.

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

41.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with CenturyLink, which will generally be one full year of timely payments of undisputed amounts in full by CLEC. Upon a material change in financial standing, 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.

41.7 CenturyLink may review CLEC's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated hereinabove.

## 42. START-UP DOCUMENTATION

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

42.2 CLEC must provide documentation to CenturyLink establishing that it is a certified local provider of Telephone Exchange Service in the State prior to submitting orders or exchanging any traffic under this Agreement.



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## 43. LETTER OF AUTHORIZATION (LOA)

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

43.2 Each Party's access to CPNI of another Party's End User will be limited to instances where the requesting Party has obtained from the End User the appropriate authorization required under Applicable Law to change service providers or release of CPNI.

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

43.4 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law. Such documentation shall be kept in all cases, irrespective of whether or not the prospective subscriber ultimately changes local service providers. Such documentation shall be kept for the minimum period specified in 47 C.F.R. §64.1120(a)(1)(ii).

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

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

43.7 In the event a subscriber complains or other reasonable grounds exist, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 C.F.R. §64.1120 shall be made available to the other Party within three (3) Days of a written request for such documents. Failure to produce proper documentation within three (3) Days of such request shall be considered a material breach of this Agreement. If a Party is in breach of these requirements on multiple occasions, the other Party may discontinue processing new Service Orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the Defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Section 6.6 if an ongoing Default is not substantially rectified within the applicable timeframes.

43.8 Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of this Agreement, and the Parties must attempt to resolve any dispute concerning the validity of subscriber authorizations prior to filing a formal complaint with the Commission provided however, procedures and timeframes specified in 47 C.F.R §64.1150 shall apply to any claims concerning unauthorized changes in preferred carriers. If a Party files a Complaint with the Commission to resolve any such dispute, then while such proceeding is pending the other Party shall not be entitled to exercise alternative remedy under Section 43.7 unless the Commission determines otherwise.

43.9 In the case of any unauthorized carrier change, CenturyLink will bill CLEC fifty dollars ($50.00) per affected line in lieu of any additional charge in order to compensate CenturyLink for switching the End User back to the original LEC.

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## ARTICLE IV. OPERATIONAL TERMS

### 44. STANDARD PRACTICES

44.1 Standard Practices may incorporate by reference various industry, OBF, and other standards referred to throughout this Agreement.

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

### 45. ESCALATION PROCEDURES

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

### 46. CONTACT WITH END USERS

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

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

46.3 Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyLink will provide and maintain its contact and escalation list on its CenturyLink Website.

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

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

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

46.7 CenturyLink will recognize CLEC as the Subscriber of Record for all Network Elements or services for resale ordered by CLEC and will send all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide CenturyLink with addresses to which CenturyLink will send all such notices, invoices, and information.

## 47. CAPACITY PLANNING AND FORECASTS

47.1 Forecast Requirements for Interconnection

47.1.1 Within thirty (30) Days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to Interconnection services. CenturyLink may delay processing CLEC Service Orders should CLEC not perform obligations as specified in this Section.

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

47.2 Format and Content

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

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

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

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

47.3 Responsibility of Parties

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



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engineer facilities at the higher forecast, the Parties agree to abide by the following:

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

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

47.3.2 In addition to the joint trunk group forecasting established in Section 47.1, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

47.3.3 Both Parties will perform a joint validation to ensure current Interconnection Facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 59.2.3 will be used in determining trunk group sizing requirements and forecasts.

47.3.4 If, based on the forecasted equivalent DS1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

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

## 48. BONA FIDE REQUEST (BFR)

48.1 Through the BFR process, CLEC may request: (a) Interconnection or access to a Network Element CenturyLink is required to provide under Applicable Law, but such Interconnection or Network Element is new, undefined or otherwise required to be provided but not available under the terms of this Agreement; (b) access to facilities and equipment that are not Currently Available, or to UNEs that are superior or inferior in quality than those that CenturyLink provides to itself; and (c) certain other services, features, capabilities or functionalities defined and agreed upon by the Parties as services to be ordered via the BFR process.

48.2 Notwithstanding anything to the contrary in this Agreement, CenturyLink shall only be required to provide or continue to provide Interconnection or UNEs and/or other arrangements and services that CenturyLink is otherwise obligated to provide under Applicable Law pursuant to the provisions of this Agreement, including the BFR process. While CenturyLink may permit CLEC to submit BFR requests for Interconnection or Network Elements,

arrangements or services that CenturyLink is not obligated under Applicable Law to provide, CenturyLink is not required to provide such Interconnection or Network Elements, arrangements or services, and CenturyLink may elect or decline to provide same at its sole discretion.

48.3 Process

48.3.1 CLEC shall submit to CenturyLink a written BFR application (Request), in a form to be provided by CenturyLink and as published on CenturyLink's Website. The Request shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that CenturyLink has sufficient information to analyze and prepare a response.

48.3.2 If fulfilling the request involves construction or engineering analysis, CenturyLink will notify CLEC in writing of the requirement for construction or engineering analysis and CenturyLink will not perform the analysis unless CLEC, at its discretion, remits the non-refundable, non-recurring (NRC) payment set forth in Table 1 to compensate CenturyLink for its costs to perform the required analysis. CenturyLink shall have no obligation to further evaluate the request, conduct any analysis or prepare a price quote for the requested service until the non-refundable NRC payment has been received.

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

48.3.4 CenturyLink shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyLink's receipt of a Request. If any additional information is needed for a complete and accurate Request then within fifteen (15) days receipt of the initial Request, CenturyLink will give notice to CLEC of the need for such additional information. CenturyLink will treat the date of receipt of any such additional information as the new Request date under this subparagraph and the same timeframes shall thereafter apply.

48.3.5 Except under extraordinary circumstances, within thirty (30) Days of its receipt of a complete and accurate Request, CenturyLink will approve or deny the Request (Preliminary Analysis). If CenturyLink denies CLEC's Request, the Preliminary Analysis will provide the reason(s) for such denial.



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

48.3.7 Upon receiving CLEC's written acceptance and authorization of the Preliminary Analysis, CenturyLink will proceed to develop a Final Quote. The Final Quote shall contain a description of each access arrangement or service to be provided, a tentative availability date, the applicable rates, the installation intervals and the terms and conditions under which access to the requested Network Element, arrangement or service will be offered. CenturyLink shall provide the Final Quote within ninety (90) Days of receiving CLEC's written acceptance and authorization to the Preliminary Analysis.

48.3.8 The availability date is dependent on when CLEC accepts the Final Quote. CenturyLink shall make reasonable efforts to provide an availability date that is within ninety (90) Days from the date it receives CLEC's written Final Acceptance as described below in Section 48.3.9. If CenturyLink cannot complete the BFR within ninety (90) Days of receiving CLEC's Final Acceptance, CenturyLink and CLEC will then determine a mutually agreeable availability date.

48.3.9 Within thirty (30) Days of receipt of the Final Quote, or additional time as may be mutually agreed by the Parties, CLEC must either (a) confirm or cancel its Request in writing (Final Acceptance), or (b) submit any disputed issues with the Final Quote for dispute resolution pursuant to Section 15. CLEC's written acceptance must include payment of one-hundred percent (100%) of the quoted costs.

## 49. ORDERING AND PROVISIONING

49.1 National Exchange Access Center (NEAC)

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

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

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

49.2 National Access Service Center (NASC)

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

49.3 Ordering and Provisioning

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

49.3.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until after the completion of all account establishment activities, including but not limited to, the documents and information subscribed in Section 42.1, unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

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

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

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

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

requested by CLEC as a function of Unbundled Network Elements.

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

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

49.4 Pre-qualification of Lines

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

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

a. Customer Telephone Number

b. Customer Address

c. Customer Name

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

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

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

49.5 Service Order Process Requirements

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

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

49.5.3 When CLEC has obtained an End User from another reseller of CenturyLink services, CLEC will inform CenturyLink of the transfer by submitting standard LSR forms to CenturyLink via the LSR process.



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49.5.4 Subject only to any system limitation noted in CenturyLink's Standard Practices, Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.

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

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

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

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

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

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

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

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

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49.6 Abandoned Service

49.6.1 Abandoned service occurs when an End User vacates Premises without notifying the local service provider and a new End User moves into the vacated Premises and orders service from a local service provider and neither CenturyLink nor the previous local service provider are aware that the original End User has abandoned the service in place.

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

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

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

49.7 Due Date

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

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

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

49.8 Coordination Requests

49.8.1 CenturyLink will provide ordering and provisioning coordination services during the business hours specified on its Website, through the NEAC, at the charges specified in Table 1.

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

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

49.8.4 CenturyLink will perform all of its standard pre-service testing prior to the completion of the Service Order. Subject to the terms of this Agreement, CenturyLink is responsible only for the installation, operation and maintenance of the UNEs it provides. CenturyLink is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Network Elements.

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

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

49.9 Subscriber Premises Inspections and Installations

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

49.10 Firm Order Confirmation (FOC)

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

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

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

49.11 Order Rejections

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

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

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49.12 Service Order Charges

49.12.1 If an installation or other CLEC ordered work requires a change from the original CLEC Service Order in any manner, CLEC shall initiate a revised Service Order. If requested by CLEC, CenturyLink will provide CLEC an estimate of additional labor hours and/or materials. This is not available for interconnection Service Orders submitted via ASR.

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

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

49.13 Intentionally Left Blank

49.14 Number Administration/Number Reservation

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

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

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

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

49.15 Cancellations

49.15.1 CenturyLink may cancel orders for service that have had no activity within thirty-one (31) consecutive Days after the original service request date. Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) Days to provision will be excluded from this provision.

49.16 Discontinuance of Service (Snap-back Provision)

49.16.1 If CLEC proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, CLEC shall send written notice of such discontinuation to CenturyLink, the Commission, and each of CLEC's End Users. CLEC shall provide notice in advance of discontinuation

of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) Days, to the extent commercially feasible, CLEC shall send such notice at least thirty (30) Days prior to its discontinuation of service.

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

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

49.17 Nothing in this Section shall limit CenturyLink's right to cancel or terminate this Agreement under Section 6 or to suspend provision of services under Section 8 of this Agreement.

## 50. UNIVERSAL SERVICE FUND

50.1 In order to collect the costs of CenturyLink's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyLink's End Users are charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying the FUSC to CenturyLink are those reseller CLECs who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. In order to obtain an exemption from paying the FUSC to CenturyLink, CLEC must provide CenturyLink a signed statement certifying that it is reselling the services provided by CenturyLink in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If CLEC does not provide this statement, or otherwise certify that it is exempt from remitting the FUSC, CenturyLink must report the revenues obtained from the provision of service to CLEC as End User revenues for purposes of calculating and reporting FUSC contributions, and CenturyLink shall be entitled to recover from CLEC the resulting FUSF contributions attributable to such revenues, in accordance with Applicable Law.

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



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50.2.1 It is expressly understood and agreed by the Parties that CLEC's provision to CenturyLink of evidence concerning its making adequate payments into the FUSF, and CLEC's representations to CenturyLink in connection therewith, are subject to the indemnification provisions of Section 22, which, for purposes of this Section, serve to indemnify CenturyLink.

**51. BILLING AND PAYMENTS/DISPUTED AMOUNTS**

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

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

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

51.4 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

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

51.6 Billing Specifications

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

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

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51.6.3 At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

51.6.4 Each Party shall calculate terminating MOUs based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where Technically Feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

51.7 Billing for Access Services will be in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD). The Parties will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate initial and subsequent billing cycles. CenturyLink will provide CLEC the appropriate records to bill Exchange Access charges to the IXC. CenturyLink will capture records for inward terminating calls and send them to CLEC, as appropriate, via CenturyLink's standard processes. Upon CenturyLink's request, CLEC will provide CenturyLink the appropriate records to bill Switched Access Service charges to IXCs. CLEC will capture records for inward terminating calls and send them to CenturyLink, as appropriate, in an agreed upon process.

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

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

51.10 The Parties will bill each other in a timely manner. If CLEC requests additional copies of the monthly invoice, CenturyLink may also bill CLEC for the additional copies.

51.11 Except for billing pursuant to a Section 15 Dispute Resolution process determination, neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services under this Agreement that were provided more than twenty-four (24) months prior to the applicable most recent Bill Date, unless a longer period is warranted as a result of fraud, concealment or other similar circumstances.

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

51.13 If the Bill Due Date is a Saturday, Sunday, or has been designated a Federal or bank holiday, payment is due by the next Business Day.

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51.14 Any undisputed amount not received by the billing Party by the Bill Due Date, shall be assessed a late payment charge on the past due balance. The billed Party agrees to pay a late payment charge of one and one-half percent (1.5%), compounded monthly, provided however, that the billing Party shall not charge a late fee which exceeds the maximum amount permitted under any Applicable Laws. Such late payment charges shall be included on the next billing invoice.

51.15 If any portion of an amount billed under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes (Disputed Amounts) and shall include in such notice specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the process for submitting billing dispute claims set forth on the CenturyLink website. Disputed billing claims shall be submitted no later than the Bill Due Date.

51.15.1 If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges.

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

51.16 If a disputed charge is resolved in favor of the Billing Party, the billed Party shall pay the disputed charges and any applicable late payment charges in full no later than the next Bill Due Date following resolution of the dispute.

51.17 If the dispute is resolved in favor of the billed Party, the Billing Party will adjust the Billing after the resolution of the dispute and will credit the Billed Party for the granted disputed charges and any associated billed late payment charges.

51.18 If the Parties cannot resolve the dispute within ninety (90) Days of the written notice of dispute, either Party may give written notice to the other Party exercising the right to escalate the dispute pursuant to the dispute Resolution Section of this Agreement.

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

51.19 Notwithstanding Sections 51.18 and 51.18.1, if the billing Party provides written notice to the billed Party that a billing dispute has been denied, stating the grounds for such determination, then the billed Party shall have thirty (30)

Days in which to either pay the Disputed Amounts or to give written notice to the other Party exercising the right to escalate the dispute pursuant to the Dispute Resolution Section of this Agreement. Such notice may be accompanied by any additional, relevant materials submitted by CLEC. If the billed Party fails to give written notice exercising the right to escalate the dispute within the thirty (30) Days of the notice date of the written denial of a dispute, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amounts and all withheld amounts, including accumulated late payment charges become immediately due.

51.19.1 Failure by the billed Party to give written notice exercising the right to escalate a dispute pursuant to the Dispute Resolution Section of this Agreement. following a notice of denial under Section 51.19 shall also preclude the Party from thereafter requesting an escalation of the same dispute under the Dispute Resolution Section of this Agreement.

51.19.2 Failure by the billed Party to make a timely response to a notice of denial under Section 51.19 shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with this Section 51.

51.20 Both CLEC and CenturyLink agree to expedite the investigation of any Disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to escalating the billing dispute pursuant to the Dispute Resolution Section of this Agreement.

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

51.22 Effect of Non-Payment

51.22.1 If the billed Party does not pay all undisputed charges by the Bill Due Date, the billing Party may discontinue processing orders for services provided under this Agreement and may invoke the Default provisions of Section 6.6 on or after the tenth (10th) Day following the Bill Due Date provided the billing Party notifies the other Party in writing, via email or certified mail, at least five (5) Days prior to discontinuing the processing of orders. If the billing Party continues to accept additional orders for service(s) after the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement. Additionally, the billing Party may require a deposit or assurance of payment



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(or additional deposit or assurance of payment) from the billed Party, pursuant to Section 41.

51.22.2 Notwithstanding Section 51.22.1 above, if the billed Party does not pay all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement on or after the thirtieth (30th) day following the Bill Due Date after providing written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders pursuant to Section 51.22.1 so long as the appropriate dates for each consequence are listed therein. If the services are disconnected and the billed Party subsequently pays all such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 41.

51.22.3 Notwithstanding Sections 51.22.1 and 51.22.2 above, if the billing Party is forced to undertake collection efforts for undisputed, Defaulted or post-termination amounts outstanding or for Disputed Amounts that have been resolved in the billing Party's favor, the billed Party is liable for reimbursement to the billing Party for any and all costs associated with the collection of such a debt, including but not limited to collection agency fees and legal fees.

## 52. AUDITS

52.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Audit shall mean a comprehensive review of bills for services performed under this Agreement; Examination shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the Requesting Party) may perform one (1) Audit per twelve (12)



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month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twenty-four (24) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

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

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

52.4 Adjustments based on the audit findings may be applied to the twenty-four (24) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties.

52.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

52.6 On thirty (30) Days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. These audits may encompass all traffic or any subset type of traffic at the initiator's option.

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



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## 53. CENTURYLINK OSS INFORMATION

53.1 Subject to the provisions of this Agreement and Applicable Law, CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyLink OSS Information during the term of this Agreement, for CLEC's internal use for the provision of Telecommunications Services to CLEC End Users in the State.

53.2 All CenturyLink OSS Information shall at all times remain the property of CenturyLink. Except as expressly stated in this Article, CLEC shall acquire no rights in or to any CenturyLink OSS Information. CenturyLink reserves all rights not expressly granted herein.

53.2.1 CLEC shall treat CenturyLink OSS Information as Confidential Information of CenturyLink pursuant to Section 12.

53.2.2 CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except CLEC's employees, agents or contractors, in accordance with Section 53.2.3 below), to access, use or disclose CenturyLink OSS Information, except as provided in Section 53.2.3 below.

53.2.3 CLEC's employees, agents and contractors may access, use and disclose CenturyLink OSS Information only to the extent necessary for CLEC's access to, and use and disclosure of, CenturyLink OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyLink OSS Information by CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 12 and Sections 53.2.1 and 53.2.2 above. CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyLink OSS Information.

53.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to Sections 6, 51 and 53.7.1 below), CLEC's access to, and use of, CenturyLink OSS Information through CenturyLink OSS Services shall terminate upon the expiration or termination of the Agreement.

53.3.1 CenturyLink shall have the right (but not the obligation) to audit CLEC to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement with regard to CLEC's access to, and use and disclosure of, CenturyLink OSS Information.

53.3.2 Without in any way limiting any other rights CenturyLink may have under the Agreement or Applicable Law, CenturyLink shall have the right (but not the obligation) to monitor CLEC's access to and use of CenturyLink OSS Information, to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement.

53.3.3 Information obtained by CenturyLink pursuant to this Section 53 shall be treated by CenturyLink as Confidential Information of CLEC pursuant to Section 12; provided that, CenturyLink shall have the right to use and disclose information pursuant to this Article to enforce CenturyLink's rights under the Agreement or Applicable Law.

53.3.4 All CenturyLink OSS Information received by CLEC shall be destroyed or returned by CLEC to CenturyLink, upon expiration, suspension or termination of the right to use such CenturyLink OSS Information.

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

53.4 The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. §222, and are not intended to constitute a waiver by CenturyLink of any right with regard to protection of the confidentiality of the information of CenturyLink or CenturyLink End Users provided by Applicable Law.

53.5 CLEC understands that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for CLEC to become the customer's service provider shall be a material breach of this Agreement.

53.6 CenturyLink will provide CLEC with access to documentation and user manuals that set forth the methods and procedures to utilize CenturyLink's OSS service. CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyLink's OSS services in accordance with this Article and shall be deemed Confidential Information and subject to the terms, conditions and limitations set forth in this Article.

53.7 Liabilities And Remedies

53.7.1 If CLEC or an employee, agent or contractor of CLEC, at any time breaches a provision of this Section 53 and such breach continues after notice thereof from CenturyLink, then, except as otherwise required by Applicable Law, CenturyLink shall have the right, upon notice to CLEC, to suspend or terminate the right to use CenturyLink OSS services granted by Section 53.1 above and/or the provision of CenturyLink OSS services, in whole or in part.

53.7.2 CLEC agrees that CenturyLink would be irreparably injured by a breach of this Article by CLEC or the employees, agents or contractors of CLEC, and that CenturyLink shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 53.7.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.



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

53.8 Cooperation

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

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

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

53.9 Future Enhancements to CenturyLink OSS Facilities

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

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

## 54. PROVISION OF USAGE DATA

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

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

54.1.2 Calls to Directory Assistance where CenturyLink provides such service to a CLEC End User;

54.1.3 Calls completed via CenturyLink provided Operator Services where CenturyLink provides such service to CLEC's local service End User and where CenturyLink records such usage for its End Users using Industry Standard Telcordia EMI billing records;

54.1.4 Access records related to long distance calling;

54.1.5 CenturyLink -provided Centrex Service, station level detail.



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

54.3 Except as stated in the preceding Section, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, CLEC Usage Information will be provided to CLEC shall be determined by CenturyLink.

54.4 General Procedures

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

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

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

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

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



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54.5 Charges

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

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

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

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

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

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

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

54.7 Lost Data

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

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

the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such Day from the estimated total for such Day.

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

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

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

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

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

54.8 Testing, Changes and Controls

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

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



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54.9 CLEC Requested Changes

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

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

54.10 Rejected Recorded Usage Data

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

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

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

54.11 Data Validation Files

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

a. MSAG

b. Feature/Service Availability by Switch

c. Directory Names

d. Class of Service Codes

e. Community Names

f. Yellow Page Headings

g. PIC/LPIC (InterLATA/IntraLATA)

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

54.12 Usage Recording for Resold Services

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

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## 55. CENTURYLINK ACCESS TO INFORMATION RELATED TO CLEC CUSTOMERS

55.1 CenturyLink shall have the right to access, use and disclose information related to CLEC End Users that is in CenturyLink's possession (including, but not limited to, in CenturyLink OSS) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyLink's rights, or is authorized by the CLEC in the manner required by Applicable Law.

55.2 Upon request by CenturyLink, CLEC shall negotiate in good faith and enter into a contract with CenturyLink, pursuant to which CenturyLink may obtain access to CLEC's Operations Support Systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems at terms no less favorable than CenturyLink provides to CLEC, to permit CenturyLink to obtain information related to CLEC End Users (as authorized by the applicable CLEC), to permit End Users to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

## 56. NETWORK MANAGEMENT

56.1 CLEC and CenturyLink will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) for network management purposes. In addition, the Parties will apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

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

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

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

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

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

56.7 The Parties shall provide notice of network changes and upgrades in accordance with 47 C.F.R. §§51.325 through 51.335. CenturyLink may discontinue any Interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. CenturyLink agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

## 57. MAINTENANCE AND REPAIR

57.1 In the event of an outage or trouble in any service being provided by CenturyLink hereunder, CLEC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble. Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request.

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

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

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

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

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

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

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

57.6 On all misdirected calls from CLEC End Users requesting repair, CenturyLink shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests a trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point or in the CLEC's network, then CLEC will bear the cost indentified as a Trouble Isolation Charge on Table 1.

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